The Solicitors' Journal.

LONDON, DECEMBER 20, 1862.

THE DECISION OF THE MASTER OF THE ROLLS in the the case of *Bernard* v. *Davies*, 11 W. R. 48, is of great importance to West Indian interests, especially at a time when so many West Indian estates are changing hands through the medium of the West Indian Incumbered Estates Court. It involves the difficult and much vexed question of the right of a consignee or manager of a West Indian Estate to a paramount lien on the inheritance in respect of necessaries furnished for the cultivation or preservation of the estate. The existence of this lien was recognised by Lord Eldon in the case of *Scott* v. *Nesbitt*, 14 Ves. 438, and has been admitted with more or less qualification by many eminent judges in a series of cases ending with *Morison* v. *Morison*, 2 Sm. & Giff. 564, which are ably reviewed in the learned judgments of the Chief Commissioner of the West Indian Incumbered Estates Court in the recent cases of *Ex parte Chapman* and *Ex parte Fraser*, reported in Custs West Indian Incumbered Estates Acts, pp, 156, 172, and also in the *Solicitors' Journal*, vol. 3, p. 544, the latter of which was carried to the Privy Council, and is reported under the title of *Fraser* v. *Burgess*, 8 W. R. 376, 12 Moo. P. C. 314. The effect of these cases has, rightly or wrongly, been considered by the profession to give to the claim of a consignee or manager a position analagous to that of salvage money or bottomry bonds, taking priority not only over the estate of the owner, but over all estates and incumbrances whatever, on the principle that it is by virtue of this expenditure that the security of all parties is kept in existence, and that parties lending their money on West Indian estates have implied notice of the necessity of such expenditure. In cases between consecutive consignees or managers, the claim of the last consignee has been preferred to that of the former, according to the rule of the civil law "interdum posterior potior est priori; ut puta, si in rem ipsam conservandam impensum est, quod sequens credidit. Hujus enim pecunia salvam fecit totius pignoris causam." The judgment of the Master of the Rolls in the above-mentioned case has a tendency very much to narrow the application of the above principles, if indeed it can be said to recognise them at all, and, so far it appears to us, to be somewhat at variance with the earlier cases, and to those to which we have just referred. It decides in effect that a manager of a West Indian Estate is as against all parties except his immediate employer in no better position than the manager of an English estate, and it negatives in express terms the right which has been long claimed by consignees and managers, and which has been considered established by judicial decision, to have priority in respect of the balance due to them not only over the estate and interest of their employer, but over mortgagees and remaindermen. Whatever may be the ultimate decision of this important question, and it is one which is open to much argument, and has perplexed eminent judges, it ought not to be left in uncertainty; and as the case under consideration appears well adapted to raise the question, we hope that the opportunity will not be lost of obtaining the decision of the Court of Appeal, and if possible of the House of Lords, on the question.

UNDER THE HEAD OF FOREIGN TRIBUNALS will be found to-day notes of a case or two of French notarial law. We have always been desirous in this department of the *Solicitors' Journal* to keep two objects in view—first, to inform our readers about such points of foreign law as may chance to be useful to them in their practice; and secondly, to bring before them some questions of *comparative* law which are interesting in themselves, and are also suggestive of beneficial alterations in our legal system. In our able French Contemporary, the *Journal du Notariat*, there are sometimes many reports of cases and discussions that would be very instructive to those amongst us who devote themselves to the amendment of the law. We have from time to time pointed out the important functions of French notaries and suggested the advantage that would be gained by assigning some of them to English solicitors. Now that we are adopting in this country, in so many public departments affecting property and its rights, the system of official registration, and otherwise of bureaucratic interference, it has become almost a necessity to follow our French neighbours still further in this direction by requiring the intervention of *quasi*-officials—that is, of a class of persons specially recognised by the State in the execution of all instruments, and the performance of all other acts such as are now within the cognizance of notaries in France. With this view we purpose occasionally to afford our readers the advantage of some information on these points from the *Journal du Notariat*.

THE LOTTERY ACT, 47 Geo. 3, c. 117, enacts (sects. 2 and 3), that all persons carrying on any "little go" or "lottery," not specially authorised by Act of Parliament, shall be treated as rogues and vagabonds, and indicted as such. At the Bow-street Police Court on Monday a charge was preferred by the Treasury against two persons for keeping a public office at the Whittington Club, for the purpose of carrying on a lottery, under the name of the Lancashire Relief Bazaar, contrary to the Act. The defendants admitted that they acted illegally, but it was alleged on their behalf that their only object was the benefit of the Lancashire weavers, and that they had not derived any personal advantage from the lottery. It was contended for the Crown that even if the money was intended for a charitable purpose the proceedings were illegal, and the public ought to be made aware that even good objects were not to be brought about by illegal means. Mr. Corrie gave the defendants an opportunity of showing that their design was, from the first, to apply the whole proceeds to the charity. There ought, he said, to have been committee meetings, and a strict account of all the receipts and expenditure, and as the defendants, according to their own showing, were trustees, they should be able to show all that clearly. He stated, however, that he should deal with the case very differently, if it should appear that their object was only a pretence to get money and apply it to their own purposes. The case was adjourned for a week to enable the defendants to produce an account of their receipts and expenditure.

A DEPUTATION, consisting of the Lord Mayor, several of the City aldermen, Mr. Tyrrell, the Remembrancer, and Mr. Woodthorpe, the Town Clerk, had an interview with Sir George Grey on Monday, in reference to the existing state of the law applicable to the class of hardened criminals, and its administration. The Lord Mayor said his brethren of the Court of Aldermen had thought it high time to ask for such an interview, having regard to the lamentable increase of crime. The ticket-of-leave system resulted from time to time in bringing many old offenders back upon the metropolis—a class of men who, being well known to the police and branded, so to speak, had few or no opportunities of obtaining honest employment, even if they desired it, and were therefore driven to resort to their old habits for subsistence. All attempts to reform criminals of the hardened class, and to punish them at the same time, had ever been beset with difficulty, and the magistrates of the City of London were of opinion, after the experience of past years, that the only way of controlling this criminal element, and of ensuring the public safety, was by a recurrence to the old system of transportation. Next to the great object to be attained—public

safety—the question became very much one as regarded the expense which the criminal class entailed upon the country, and on that ground also he thought the balance of opinion was in favour of a well-devised system of transportation. That was the principal object the deputation had in view, and they had thought it possible the Government would like to have their hands strengthened by an expression of opinion on the part of the magistrates of the City of London on this vital question. Sir George Grey said he had determined some time ago to appoint a commission, composed of members of both Houses of Parliament, to inquire into the operation of recent Acts of Parliament on penal servitude, and especially as to the manner in which sentences passed under their authority were carried into effect. He thought an inquiry so conducted would elicit a great deal of valuable information, and result in suggestions which would tend greatly to improve the present system. He had therefore given directions for a commission which would probably be issued on Tuesday next. With respect to transportation, he said it was useless to attempt to transport persons under short sentence—it could not be done. They could only send abroad men physically able to undergo hard labour; those that were otherwise were sent back.

In a case of Ricketts *v.* Stone, which was an action for false imprisonment, tried before the Lord Chief Baron last week, some remarks were made respecting the conduct of one of the magistrates of the Lambeth Police Court in refusing to accept bail for two persons charged with felony at that court. Mr. Beard, the solicitor for the plaintiff, one of the persons so charged, in his evidence given on the trial of the action, said—

On the first three days of the week Mr. Elliott, the magistrate, sat, and Mr. Norton on the last three, and having applied to Mr. Norton to take bail, he would not entertain the application because he had not heard the case; whereupon

The Lord Chief Baron remarked—That is a very odd arrangement where the liberty of the subject is interfered with. The judges have a delicacy about interfering in the cases of one another or with summonses, but where the summons relates to the liberty of the subject, then an application is usually entertained.

At the conclusion of the trial, which resulted in a verdict for the plaintiff,

The foreman of the jury stated that they were desirous of saying that the arrangements of the Lambeth Police-court, under which a person might be detained in custody for four days without being able to be bailed for an offence, were fraught with serious inconvenience to the public.

The Lord Chief Baron said that he entirely agreed with the sentiments of the jury, but as he had already commented upon the inconvenience of the practice alluded to he had nothing further to add.

It appears that the plaintiff and another person were originally brought before Mr. Elliott, when they were remanded for a week, no application being made to bail them. Afterwards, when Mr. Norton was sitting, Mr. Beard applied on their behalf that they should be admitted to bail, but that magistrate, not having heard the case, declined to interfere. On the 13th inst., Mr. Beard being present at the Lambeth Police Court, Mr. Norton, addressing him, remarked that—

From what he read in the papers of the trial there must be some misconception in the minds of the Lord Chief Baron and jury respecting his (Mr. Beard's) application for bail, and what took place on that occasion. In the first place, Mr. Beard must have known that he had not the power to accept bail at all—a fact which seemed to be lost sight of altogether; while from Mr. Beard's evidence it appeared that he declined to entertain the application without giving any reason for his refusal. He could not charge his memory with all that passed when the application was made; but he would venture to assert that he had given some reason for his refusal, such as that he had not heard the case, or that he had not the legal power to accept bail; and he thought it was but fair that the reasons given for his refusal should have been stated to the Court.

Mr. *Beard* confessed his ignorance of the fact that while the prisoners were under examination on the commitment of one magistrate they could not be admitted to bail by another, until he had read his worship's explanation in print; and he must add that his opinion in this particular was not singular, as it was the opinion also of a popular metropolitan magistrate, who was set right also by Mr. Norton's statement. He did not recollect what had taken place on the occasion of his application to his worship, but he did recollect that his reply was substantially a refusal to entertain his application for bail. He begged further to say that the question as to the refusal of bail did not originate with the counsel engaged by the plaintiff or himself, but in giving her evidence the plaintiff herself said she had been in prison for a week, whereupon the judge made some remarks, and he (Mr. Beard) was called into the witness-box to explain the matter.

Mr. Norton then further remarked:

It is really hard that my name should have been called in question, and that I should be held up to the public as one who acted not only harshly, but illegally, in a case where the liberty of the subject was concerned; that a whole jury should travel out of their province to denounce the practice of this court, of which they can know nothing. From a very lengthened experience I am prepared to say that, as regards the liberty of the subject, and the general business of the court, there cannot be a better regulation than that of one magistrate sitting the three first days of the week, and the other the three last days.

Mr. Beard.—That I am bound to say is also the opinion of Mr. Selfe, and other magistrates.

Mr. Norton further stated that the case was one in which he should not have accepted bail; and with respect to applications for bail, said—

The magistrates are always as accessible as the judges. I myself have frequently attended at this court to receive bail in doubtful cases, and should not at any time have the slightest objection to receive at my residence an application for bail for persons under remand or committed, where anything favourable to them could be shown, and I feel satisfied Mr. Elliott would do the same.

Mr. *Beard.*—I should not feel justified in troubling a magistrate at his private residence.

Mr. Norton.—I cannot see why you should not where the liberty of the subject is concerned. I repeat that I feel my name has been most unfairly called in question in a matter in which I only acted in strict accordance with the law, and I cannot submit to rest under an unjust imputation whilst I feel I am right.

The subject appears to have excited considerable attention amongst the magistrates, and on Saturday last Mr. Selfe, referring to the case, said—

It appeared to him, and he said it with all due respect for the distinguished authority in the Court of Exchequer, that there was no just cause of complaint, and that the magistrates of the Lambeth court, his (Mr. Selfe's) seniors by many years, had adopted the same course which he and his colleague, Mr. Woolrych, had always followed. Now, Mr. Norton could know nothing about the case, and he could neither rehear it nor take bail, because his colleague had not signified his intention to accept bail. In all cases where Mr. Woolrych signified his intention to take bail, and the prisoner was sent away because the sureties could not be provided, he (Mr. Selfe) received the bail and liberated the prisoner, if the parties came before him and perfected the sureties; and Mr. Woolrych did the same thing in his (Mr. Selfe's) cases. There would, however, be no end to the confusion which must prevail if one magistrate undertook to rehear a case which another magistrate had already heard and determined. There would be an end to uniformity of practice in the police courts of the metropolis if any other system was adopted. Besides, the case heard at the Lambeth Police-court was not one in which a magistrate was bound to take bail, and he thought it a hard case indeed, and he said it with all respect to the learned judge and the jury, that comments should be made on gentlemen who had properly and legally performed their duties.

Roche, the gaoler of the court, said that during a seventeen years' service, the same course as that mentioned by his worship had been followed by Mr. Ballantine, Mr. Broderip, Mr. Ingham, and Mr. Yardley

TRADE ASSIGNEES IN BANKRUPTCY having been in two cases recently before the Lord Chancellor, held personally liable for costs in endeavouring to maintain the decisions of the Commissioners in Basinghall-street, Mr. Reed, the solicitor for trade assignees in the bankruptcy of Messrs. Pascall Scott, stated to Mr. Commissioner Goulburn, on Wednesday, that those gentlemen were unwilling to incur the responsibility of discharging the duties of their office.

MR. J. ANDERSON ROSS and Mr. John Lenton Pulling retired from the contest for the City Solicitorship early this week in consequence of the reduction in the salary and the condition attached to the appointment—that the solicitor should pay to the corporation any excess of costs recovered by him in the course of any successful litigation, and to give up all private practice. This condition raises the same question as we suggested some months ago, when a scheme for a cheap law advising and agency company was projected in London—viz., whether any participation by persons who are not lawyers, in the profits of such business, is not positively illegal.

THE INEFFICIENCY OF THE NEW BANKRUPTCY AND INSOLVENCY LAWS has given rise to serious complaints. The trouble and unsatisfactory results attending the proceedings before the proper judges of the Court, the commissioners, are bad enough, but the registrars, especially those of recent appointment, and who are supposed to have had something to do with preparing this splendid legislative enactment, seem thoroughly unable to wield the powers with which they have been entrusted. The old registrars do as much as they can to preserve the dignity of the office, but in two or three special cases brought under notice the most unseemly conflicts have occurred between parties who have more recently been placed in this position, and creditors and solicitors who do not appear prepared to recognise the authority thus endeavoured to be enforced. The mercantile public will never submit to the muddle of bankruptcy business which the new law is producing, and it is scarcely possible that another session of Parliament can be allowed to pass without fresh modifications in the principles and practice of this branch of judicial administration.

THE ELECTION FOR CITY SOLICITOR, took place on Thursday at the Court of Common Council. The candidates were—Mr. Charles Baylis, Mr. James Crosby, Mr. B. W. Jones, Mr. Thomas James Nelson, Mr. George Ogle, Mr. George Osgood, Mr. Edward Saxton, Mr. Alfred W. Smith, and Mr. George Markwick Stuchbury, Mr. Charnock had resigned on the eve of the election. The election fell on Mr. Nelson, by a majority of 55—the numbers being for Mr. Nelson, 114; for Mr. Crosby, 59; the rest of the candidates having been previously diminished one by one after each successive show of hands taken by the Lord Mayor. Mr. Nelson, in an appropriate acknowledgment thanked the Court for the honour they had done him in electing him to the office, and the proceedings terminated.

THE GRAND JURY, at the recent assizes at Lincoln, on the conclusion of their labours made the following presentment to Mr. Baron Bramwell, through Sir C. H. J. Anderson, their foreman, as to the present system of remitting sentences passed on prisoners:—

We, the grand jury now assembled at the Castle of Lincoln, cannot conclude our official duties without intimating to the Court that we view with anxiety and alarm the system of remitting a portion of the sentences upon convicted criminals, supplying them with tickets of leave, and, in our opinion, thereby affording them facilities for again inflicting outrages upon persons and property; and we consider that it would be better, when practicable, that they should be sent out of this country. We consider that all punishments awarded by a criminal court, except in special cases, should be fully carried out; and we think that any interference with sentences passed by the judges (unless it can be shown that such sentences were improper) is likely to prove bad in principle and mischievous in effect. We consider any system of management in penal gaols which permits convicted criminals and felons a better dietary and more advantages than are afforded to the aged and unfortunate poor in some of the unions and workhouses to be reprehensible, and we think the attention of the Secretary of State might be directed to this matter at a time when so many of our deserving artisans are suffering great privations with the most exemplary patience and fortitude. We very respectfully request your Lordship will order that this, or a copy of this our memorial and presentment, be forwarded to the Secretary of State for the Home Department, with our further request that he will submit the same for the consideration of her Majesty's Government.

His Lordship said that what the grand jury requested should be done. He had had occasion to make some remarks upon the same subject very recently, and he did not know that any good would result from his repeating what he had then said.

DURING THE HEARING of a motion before the Lords Justices on Monday, to restrain the infringement of a patent, Lord Justice Knight Bruce took occasion to observe that he thought the recent act on the jurisdiction of the Court of Chancery (Rolt's Act) would have had the effect of confining questions on the patent law to the common law courts. His Lordship said it was impossible for judges of the Court of Equity to be so *au fait* in dealing with cases in which issues to a jury might be directed as for judges of the courts of common law.

MONDAY WAS THE LAST DAY for taking out attorneys' certificates for the ensuing year, to bear date from the 15th of November. The certificates taken out until the 1st of January will bear the date of the day on which they are issued. The present duty is £9 to practise in London, and £6 in the country, and that amount has been imposed since 1853, before which time the respective amounts were £12 and £8. There are upwards of 10,000 attorneys on the roll, and something like £70,000 is paid by the profession to the revenue.

THE OFFICES OF THE COMMON LAW COURTS will be closed from Wednesday the 24th inst. to the following monday. The chancery vacation will commence on the 24th inst., and terminate on the 6th of January.

THE RIGHT HON. SPENCER WALPOLE has been appointed by the Archbishop of Canterbury an ecclesiastical commissioner, in the room of Mr. Deedes. Mr. Walpole filled the same office as nominee of the late archbishop until he resigned on his appointment by Lord Derby as Home Secretary.

THE PRESENT DEFECTS OF LUNACY PROCEDURE.

We resume with little hesitation the consideration of lunacy procedure, upon which we made a few remarks last week; for the more we reflect upon the nature of the steps taken for the purpose of putting individuals under restraint, as being insane, the more clearly do we see the difficulties which lie in the very front of the matter, and the dangers to society, which it should be the careful duty of the State to foresee and avoid. If we consider what insanity is, it seems not altogether improper to define it to be an unreasonable condition of the intellect, either occasional or chronic, during which the senses work unduly upon the imagination, whilst the imagination re-acts upon the will in such a manner as to render the individual no longer a trustworthy agent, either for self-government, or for the performance of social functions. In very many instances, persons under the influence of delusions are harmless—in other words, they are impressed with ideas which influence their actions only in a manner which is not inconsistent with the reasonable performance by, or for them, of their social functions. Their fancy is said to be deranged because their ideas are strange, because the unseen and the future, as interpreted by them, are, in a greater or less de-

gree, differently interpreted by those who call themselves sane, and who make themselves the agents of the law, as it stands, as being sane. We think that however widely some of our readers may differ from us in their definition of insanity, most of them will admit that very often indeed it is the duty of the tribunal, private or public, individual or aggregate, which has to adjudicate upon a particular case, to determine only whether the unfortunate man's fancies are or are not unreasonable. Now supposing that is so, can there, we ask, be a more delicate task? A man is alleged to be in a state during which he is, strictly speaking, incapable of doing wrong. He therefore has a right to all the tenderness and to every presumption which every criminal court in this country affords to any one accused; the proceedings taken with a view to putting him under restraint are taken for his own good and for the good of society; but they inflict upon him, whether he be sane or insane, a brand which, in the memory of those who know him, nothing can ever efface; he is therefore surely entitled to the most careful private judgment of able scientific men upon his case, before he is deprived of his freedom of action and of his reputation as a reasonable being. Will any one say that a man who has carried on two businesses together for more than twenty years, who by her bullying has been hurried into a chronic hatred of his wife, and who has been empaupered by her extravagance, ought to be judged by two medical men who, in good faith we admit, act upon the prejudiced statements of the wife and the most casual inspection of the victim?

We have been informed, on credible authority, that Mr. Fearne, the author of the "Essay on Contingent Remainders," was in the habit of spending some of his long vacations in going about the country *incognito* in the dress of a working man, earning his living as a journeyman mason. It was well known that Napoleon Bonaparte was absent in his manner, and delighted in improvising rhapsodies which often terrified his court by their fearfulness. Mr. Fearne and the Emperor were both men of most brilliant ability, but on the other hand, if they had had the misfortune to be hated by their wives and relations, and to be in a humble position in England in 1862, can any one doubt that their "friends" could have had them seized and imprisoned and branded with the horrible reputation of madness. No one will, we hope, misunderstand our remarks. We do not imagine that any one will suppose that we intend to doubt the insanity of a man who plainly has lost the power of using his senses to inform or direct his reason upon palpable facts, but we do intend to assert that a very wide latitude of differing, we had almost said any latitude of differing upon questions concerning the unseen or the future must be allowed. It is paradoxical no doubt, but still it is true, that the more learned a man makes himself in the knowledge of facts the more liable he becomes to make an extraordinary use of them in his theories; the great herd of little people who live only by prejudice are, from their ignorance, unable to use their imaginations with any semblance of sense, and, if they give way to delusions at all, those delusions are so innocent and contemptible that no one attributes them to any nobler source than the want of knowledge. But from men who exercise their mental energies, who store their memories with knowledge, who teach themselves to perceive the awfulness of the future by remembering what they know of the past, we need not be surprised at a habit of speech and action which, to the apprehension of the ignorant or the vulgar, would appear to be a certain *indicium* of madness. We must remember, then, in considering what should be the proper course of judicial procedure in inquiries relating to lunacy, that there is more in heaven and earth than is dreamt of in our philosophy: and if the "practical" men (as they probably always will do) assume the duty of ascertaining whether theorists or sentimental people in any particular instances are mad, the State, as the source of authority, should be careful to prescribe such preliminaries and conditions to the action of the accusers as will reduce their function to the simplest and clearest possible limits, and to the satisfying of the most crucial tests. In every case the principal end of the inquiry is to ascertain and determine whether the alleged lunatic has so far lost the power of forming rational conclusions and motives from the use of his five senses or any of them, when acted upon by palpable facts or influences, as to be no longer trustworthy as afree agent, either as regards himself or as regards society. We have no doubt that Parliament will inquire into the present state of the law affecting lunacy procedure, with a view to some revision of the defects in it, which the case of *Hall* v. *Semple* brought to light; and although many persons have already published views and suggestions upon the matter, we do not hesitate to offer our own. The subject is one of the greatest importance, and if we find that any other writers have looked at the matter from the same point of view as that which we adopt, and have proposed a preliminary inquiry by some public officer such as we suggest, we shall be fortified by the unanimity of their opinion with ours, and we shall believe that since the professional jurists agree with secular thinkers in the solution of the difficulty which both have to consider, the course of action suggested in common by both will be wise and satisfactory.

Considering, then, the gross evils of the present state of the law in relation to lunacy procedure, we say, let the alleged lunatic in every case, except in those in which it is evident that instant restraint must be imposed, be privately examined by some public medical officer, before the sufferer is put under any restraint. Let the medical officer satisfy himself that there is *primâ facie* ground for believing that removal to an asylum is necessary; and, in order to secure a remedy to the alleged lunatic, if, as in Mr. Hall's case, the charge be unfounded, and either maliciously or negligently made, let the certificate of two medical men, as at present, still continue to be necessary in order to ground the preliminary examination by the public officer. We think that the present plan of submitting the patients to the examination of the inspector of lunatic asylums immediately after their incarceration, and periodically throughout the duration of it, is satisfactory. If the insanity consists in delusions which are comparatively harmless, or so peculiar as to be merely morbid conclusions worked out by eccentric thinkers, the change of procedure which we have suggested will afford to many simple people who are only queer, the preliminary safeguard of a *quasi*-judicial examination by an unprejudiced public servant, and will prevent the cruel use of a monstrous means of injury by relations who would not always be averse to satisfy their spite under the guise of acting in pursuance of merciful public policy. Far too many people enjoy the privilege of using the imagination vigorously to make it at all reasonable that people of a colder temperament should retain the power of preventing a pleasure which is either harmless and silly, or, at most, irritating. If any case occurred in the country beyond a certain radius from the residence of a public medical officer, the preliminary private inquiry or visit to the alleged lunatic might be entrusted to a magistrate; indeed, we do not see much objection to the plan of giving a jurisdiction to stipendiary magistrates in any borough, co-ordinate with that which we suggest for the public medical officers. The use of common sense by an unprejudiced person, amenable to the public, with a view to the ascertaining whether there be *primâ facie* indications of insanity, is what is required, and it is probable that non-medical men may, on an emergency, be found qualified to act in their stead. There may be objections to the giving of the proposed jurisdiction to justices of the peace inasmuch as they are often amenable to prejudice, and not always endowed with patience; but in spite of these dangers it seems clear to us that the condition of requiring even

their sanction as a preliminary to the forcible restraint of people supposed to be insane is a proper incident in the remedy of a grievance which every good citizen deplores.

ABUSES IN THE JURY SYSTEM.

There is no institution more popular with Englishmen than that of trial by jury. Popular, in part, because he who praises, is himself generally among the praised, but chiefly because of its fairness as a means of trial. It is the nearest approach possible to a trial by one's peers. For the wide range from which jurors are, or rather by law ought to be, chosen, has extremes which touch on the higher and descend to the lower classes. Popular, also, because it is a daily education of the many in acts of responsible judgment. Of all things it is essential that the jurors' list should comprise as varied a group as possible, in order to secure the greatest intelligence and the most constant and cheerful performance of duties so onerous and useful. As an institution it has withstood many attacks. At one time, owing to the extravagant praises of its friends, it becomes a subject of jest and derision, and its very merits are denied by those who are disgusted with its advocates. At another, the unworthiness of a juror, or the folly of a verdict, shocks the public mind. Then, as is the way with Englishmen, a rush of opinion in favour of change takes place. That for which our fathers fought, which has been longed for by other nations, is depreciated. Vain is our experience. We forget the sweet, but remember the bitter. It is an excellent hit to point out that a baker may have to try a question relating to an ingenious and complicated patent. That at ailor may have to decide a question of average. Luckily these heats and chills of public opinion yield to time; yet the danger is often so menacing, caprice and love of change are so powerful, that they are all but successful. What folly, then, to allow abuse to creep in. Like treachery in the camp, it will indicate the weak points of attack, and furnish deserters to the enemy.

Sincere admirers of trial by jury, we feel bound, in its truest interests, to declare that the law of England is not, in this respect, faithfully administered. Both in summoning jurors, and in their conduct in the box, we regret to say corruption and favour are daily at work. For years past rumours have reached us, and doubts have been expressed, as to the manner in which the duty of summoning juries was performed, but never a hint of corruption in the jury box itself, yet the last term has given to the world evidence, if not proof, of its existence. Take two scenes in open court. For the first we are responsible, for we believe no newspaper reported it. Mr. Baron Martin was taking his seat to try causes during term, in the Exchequer Chamber Court at Westminster, the jury list being called over, several answered in turn, until one spoke out and addressed the judge, to the effect that he desired to make it known that a practice existed of *bribing* jurymen. The learned judge said that was a very serious statement and charge to make. The juror, however, persisted, and said he knew it himself to be a fact. Upon this several around him, also jurors, fully corroborated it. The judge, as well as everybody who heard it, was shocked, and said he must speak to the sheriff on the matter, and accordingly took measures for that purpose, with what result we know not. Hardly had the surprise at this occurrence subsided in Westminster Hall, when another event showed the first charge to be well founded. This will, in its legal aspect, be found in the *Weekly Reporter*, vol. 11, p. 20, *Sabey* v. *Stephens*. Before Mr. Justice Crompton, in the Bail Court, a juror, referring to a case tried the day before, complained that one of the jury had been writing to the defendant on behalf of the jury for reward, because the verdict had been given in his favour. He handed the letter up. The judge, however, thought the verdict was not attributable to improper motive, because, he thought it was a right one, but he of course strongly condemned such conduct. The letter (omitting names) ran in this way:—"Please send me ten shillings in postage stamps, and I will acknowledge the same on behalf of the jury. (Signed). The Foreman of the Jury." Before this, if the case of bribery of a jury had been stated as probable it would have been denied to be possible. This one tribunal more than all others claimed confidence, a blind belief in its integrity and incorruptibility. It is hard to publish such cases. Almost as painful to us is it, as to parade the weakness of a valued friend; yet it is better that we should use the operating knife to lay bare the festering poison in the limb, than with squeamish prudery cover it up, applying half remedies, while the disease creeps on in its deadly course, till the whole system is fatally infected. That some part is still sound, and comforting is the reflection, appears by the indignant disclosure and protest of members of the jury class.

Now we have stated the effects, let us glance at the causes. There are at least two. The unwillingness of many to bear their fair share of municipal duty for the good of the community, and the corruption of some of the inferior agents in serving the summons requiring attendance. Ask any opulent tradesman in any county whether he often serves on a jury? If he likes the duty, as some do, he will tell you yes, more than his share. We have often heard men complain that they have been summoned a second time before their turn. Ask another; if he is a conscientious man, he will tell you he formerly did so, but he found so many evading it, and it was so irksome to him, that he got "merchant" put after his name in the list, and now he is summoned on the special jury *only*. He will also tell you how his unconscientious neighbour managed to evade it—perhaps thus, "there is nothing more potent than a fee slipped into a man's hand to convince him that you were 'away from home' at the date of the service of the summons, and report accordingly."

Great mischief flows from this. By means of the special jury list many of the most intelligent and substantial tradesmen are practically taken out of the common jury. We say practically, for he is not so subtracted by law. The law is, as it has been several times pointed out by Chief Justice Erle and Mr. Justice Willes and other judges, that the special jury is a service extra that on the common jury, and by no means in lieu of it. Because it is an extra service, the law allows one guinea to be paid for it. By means of the other evil, corruption, many competent men skulk out of a share of the duties they owe the community. Selfish or arrogant, these men shirk the labour of the office, or contemn the contact on the same bench with humbler men of their own class. Yet, if such are at any time plaintiffs or defendants in a cause, loud are their complaints if the jury does not exhibit more than average intelligence.

The qualification by Geo. 4, c. 50, for the common jury is, every man between twenty-one and sixty years to have £10 a-year clear from freehold, &c., or £20 a-year from leaseholds, or be rated to the poor in Middlesex at £30, in any other county at £20 a-year. In the city of London the juror must be a householder *or* occupier of a shop, &c., *and* have lands or personal estate of the value of £100. There are many exemptions; as, for instance, peers, judges, clergy of all denominations, barristers and solicitors actually practising, officers of courts, coroners, gaolers, doctors, officers of the army or navy on full pay, licensed pilots, &c. Not a word of exempting members of Parliament or special jurors, or even justices of the peace, from serving; though a subsequent section (48) does provide that the latter shall not be summoned to sessions where they have jurisdiction. A recent Act, 25 & 26 Vict. c. 107, has dealt in piecemeal with the question, but the only hope of improvement from it is under sect. 11, which by authorising the sending the summons to serve by post, and proving the delivery of it by means of a duplicate stamped by the post-office, has taken away a

source of temptation to those whose "poverty, not their will, consented."

By the causes we have enumerated the common jury is reduced in number and far more in intelligence. This is a positive injustice to every litigant or accused person in our courts. It is clearly opposed to the words and intention of the Legislature. We are therefore ourselves to blame, if it be allowed to continue. Unfortunately, as the number is reduced, and the more wealthy evade their duty, the greater opportunity, and indeed temptation, exists for the unprincipled to attempt to make profit out of their public service. We trust and believe that these destructive influences have not gone great lengths at present. The honest have hitherto been too numerous to permit the scoundrels to make much trade, but without help from the public, how long can we count upon the victory of right? Disgusted by contact with depravity, their ranks daily thinned by the dishonourable evasions we have pointed out, the remnant of the defenders of this great institution must become too inert or too few to maintain a contest with those who fight with the weapons of treachery and secret corruption. Now the cure of these evils is manifest and simple. No new law is required. Merely, that that sense of public duty which we are accustomed to believe distinguishes every Englishman should be vivified and roused from the torpor which in this respect has been creeping over it. Let each man, liable to serve, do so, urged by a conscientious sense of the tribunal he would himself desire to try himself, or his rights. Let the justice of the peace and the special juror each take his turn. Let sheriffs strictly carry out the law, prompt to defeat evasion, and visit corruption with due punishment. And if the Legislature do interfere, let it rather prune down the list of exemptions than add to them, as in the case of pharmaceutical chemists last session. It seems to us that very few but officials should be exempt. The principle ought to be that as nearly as possible every member of the community should take his turn in the judgment-seat. We are persuaded that no right-minded man leaves it at the end of the day without profit to himself. The knowledge acquired, the sense of responsibility imposed by its duties, well compensate for an occasional inconvenience and disturbance in business. Especially as with the amendments of practice we have pointed out, the numbers of those eligible would be vastly increased, and the duty become lighter on individuals. Of all parts of the State machinery this, our valued, long-cherished lever of liberty, is the most necessary, and should be watched with the most scrutinising care. It is, indeed, the very key-stone of the social fabric of England.

PRACTICAL LAW AFFECTING BILLS OF SALE.

By FREDERICK STROUD, Author of "The County Court Practice in Bankruptcy."

No. III.

To refresh the readers's memory I repeat Mr. Baron Parke's test (see *ante*, p. 102), for determining when a bill of sale is an act of bankruptcy. It is this,—

"*The true question is, not whether the deed stops the trader's business and makes him cease his trading, but whether it makes him* INSOLVENT AND UNABLE TO PAY HIS CREDITORS IN THE ORDINARY WAY."

One of the great merits of this test is, that it is applicable as well to bills of sale given by non-traders as to those given by traders. Bearing it steadily in view, we may be able to harmonize the decisions on this important subject, and arrive at something like a clear and portable notion to guide us in practice. This I shall endeavour to do by collecting the wisdom of the cases rather that by treating them as lifeless patterns, to be remembered and followed in all their servile details. I think the result of the decisions is summed up in the three following propositions:—

1. An assignment, free from actual fraud, of *part only of a person's effects*, leaving a substantial part unassigned, is not an act of bankruptcy if it is supported by an ordinary valuable consideration—*ex. gra.*, a pre-existing debt (*Smith* v. *Cannan*, *Young* v. *Waud*, *Hale* v. *Allnutt*, *sup.*); for such an assignment does not make the assignor "*insolvent and unable to pay his creditors in the ordinary way*."

2. An assignment, free from actual fraud, of the *whole of a person's effects* is not an act of bankruptcy *if made for a present fair equivalent in money or money's worth* (*Graham* v. *Chapman*, 21 L. J. N. S. C. P. 173; *Hutton* v. *Cruttwell*, 22 L. J. N. S. Q. B. 78; *Whitmore* v. *Claridge*, 31 L. J. N. S. Q. B. 141); for the equivalent so given replaces what has been assigned: and, therefore, the assignment does not make the assignor "*insolvent and unable to pay his creditors in the ordinary way*." Nor does it make any difference that the assignor intends, unknown to the assignee, to abscond with the money, which intention he afterwards carries out (*Baxter* v. *Pritchard*, 3 L. J. N. S. K. B. 185, 1 Ad. & Ell. 456, 3 N. & M. 638; *Lindon* v. *Sharpe*, 13 L. J. N. S. C. P. 67, 6 M. & G. 906; and see observation in the judgment in *Graham* v. *Chapman*, 21 L. J. N. S., C. P., 176; and see particularly hereon *Lee* v. *Hart*, 24 L. J. N. S. Ex. 71); for in that case it is not the assignment, but the subsequent fraudulent conduct of the assignor, which deprives the creditors of their remedies.

3. But the assignment of the whole, or of the whole with an immaterial exception, of an indebted person's effects, when not made for a present fair equivalent in money or money's worth, is an act of bankruptcy (*Smith* v. *Cannan*, *Young* v. *Waud*, *Hale* v. *Allnutt*, *Oriental Bank Corporation* v. *Coleman*, *sup.*); for the manifest effect of such an assignment is to render the debtor "*insolvent and unable to pay his creditors in the ordinary way*."

No great legal difficulty seems to exist on the first of these propositions. Freedom from fraud in fact, and whether the goods assigned are really, and not colourably, a part only of the assignor's effects, are questions entirely for the jury, and must be determined according to the peculiar circumstances of each case. But in applying the law as expressed in the second and third of the above propositions, the cases have, more or less successfully, endeavoured to lay down arbitrary rules. A little attention will show that those cases turn upon the term common to both of these two latter propositions—viz., *what is* "*a present fair equivalent in money or money's worth*"?

Cases of *absolute sales* furnish the most obvious and simple form of inquiring whether a *fair equivalent* has been given. It is then simply a question of price. In such a case the question for the jury is,—Did the vendor act as vendors usually do, and fairly exert himself to obtain the best price he could under the circumstances? If so, the transaction is not an act of bankruptcy, though the goods were sold at a price below their value. *Secus*, if there were collusion between the vendor and purchaser that the latter should have the goods below their value. (See hereon *Lee* v. *Hart*, 24 L. J. N. S. Ex. 71; 25 L. J. N. S. Ex. 135.)

Cases of *mortgages*, on the question of "*fair equivalent*," do not admit of so simple a solution as cases of absolute sales. The sum advanced must bear some reasonable proportion to the property mortgaged. True, after the mortgage is paid off, there is a resulting trust for the benefit of the mortgagor; but still a mortgage deprives creditors of their common law remedies against the goods in mortgage. This is against the policy of the law. Accordingly, this mere resulting trust will not prevent a mortgage of the whole of a debtor's effects from being an act of bankruptcy if it be given for no, or for an inconsiderable, present equivalent (*Smith* v. *Cannan*, 22 L. J. N. S. Ex. 290). Yet no person would, as a matter of business, be so foolish as to advance money to the full value of the property

mortgaged. Every prudent mortgagee insists upon a margin to cover loss or deterioration. This is especially true in the case of bills of sale. Now, although bills of sale "must always be looked at with great caution" (per Erle, J., in *Bittlestone* v. *Cooke*, 25 L. J. N. S. Q. B. 289), yet the policy of the law is not to prevent them altogether. "A trader in difficulties must have power of raising money" (per Crompton, J., *ib.*); and accordingly, "although the property assigned be of greater value than the amount advanced, that is no evidence of fraud" (per Campbell, C.J., *ib.*). To assign goods to more than the value of the money advanced, are the only terms on which a man can hope to borrow money on the security of a bill of sale; and even then it is proverbial how infirm is the security. Goods to double the value of the money secured is not a disproportionate security (*Hutton* v. *Cruttwell*, 22 L. J. N. S. Q. B. 78, the result of which see stated by Crompton, J., in *Bittlestone* v. *Cooke*, *supra*; *Whitmore* v. *Claridge*, 31 L. J. N. S. Q. B. 141). And even where goods to the value of £6,000 were assigned to secure future advances which could not exceed £1,800, that was held not disproportionate (*Bittlestone* v. *Cooke*, *sup.*) The cases of *Bittlestone* v. *Cooke*, *Hutton* v. *Cruttwell*, and *Whitmore* v. *Claridge* (and especially *Bittlestone* v. *Cooke*) have established the common-sense view of judging bills of sale when given to secure less than the value of the goods assigned. In those cases the question for the jury is,—looking at all the surrounding circumstances, was the transaction, at the time of it, a fairly provident one; and was it intended ("the inadequacy of the consideration is a circumstance to be considered in judging of the intention, but it cannot be conclusive of it." Per Erle, J., in *Bittlestone* v. *Cooke*, *sup.*) to enable the assignor to carry on his business or otherwise to pay his creditors? If so, it is not an act of bankruptcy. Its very object is then to enable the debtor "*to pay his creditors in the ordinary way.*" If, however, goods are assigned, the value of which is considerably beyond the money advanced, and if the circumstances show that the transaction was not intended for the benefit of creditors, but had rather the effect to "defeat *or* delay" them, the assignment will be an act of bankruptcy, and that consequence will not be prevented by its merely being a mortgage which gives a resulting trust to the assignor (*Smith* v. *Cannan*, 22 L. J. N. S. Q. B. 290); and see particularly the judgments of Jervis, C.J., and Pollock, C.B., in reference to the words "hinder *or delay*."

Precisely in the same way may we deal with the objection that was once made, to giving *power to seize future acquired praperty* (See per Jervis C. J., in *Graham* v. *Chapman*, 21 L. J. N. S. C. P. 177.) That objection may now be considered as expressly overruled (*Hutton* v. *Cruttwell*, 22 L. J. N. S. Q. B. 78; and see observation by Bramwell B. in *Harris* v. *Ricketts*, 28 L. J. N. S. Ex. 199). And it may be well to probe the principle on which the grant or the power to seize future-acquired property is perfectly allowable. In most cases in which bills of sale are given the property dealt with is of a fluctuating nature. The property of to-day is sold and replaced by that acquired to-morrow; and unless some power be given over this future-acquired property, it is manifest that in most cases no security by way of bill of sale can be given. If in the result an excessive security be given, this is at least no more than if the excess existed in the present; and we have seen how the jury are to regard such an excess. On the whole it seems sound reason to say that as regards an attempted grant of future-acquired property or a power to seize it, the question for the jury is,—Is such a grant or power what any prudent mortgagee would insist on?—under the circumstances was the mortgagor bound to give it in order to obtain the advance? If so, and if the transaction were to enable the mortgagor to carry on his business or otherwise to pay his creditors, then the grant or power referred to will not make the transaction an act of bankruptcy. It will then be considered as the price which the mortgagor had to pay in order to obtain that advance by which he expected to be able "*to pay his creditors in the ordinary way.*"

A pre-existing debt is obviously *not* "a present fair equivalent in money or money's worth." Accordingly it is quite clear that an assignment of all a debtor's effects for a pre-existing debt, whether by way of absolute sale or of mortgage, is an act of bankruptcy. No authorities need be cited for that position. But the question becomes difficult when a present advance is made in consideration of that, *and also* of a pre-existing debt being secured. In *Hutton* v. *Cruttwell* (22 L. J. N. S. Q. B. 80: and see *Graham* v. *Chapman*, 21 L. J. N. S. C. P. 173; Mill. & Coll. on Bills of Sale, 2nd Ed. 169, 170) Campbell, C. J. said, "it would be an act of bankruptcy if the consideration were either wholly *or partly* an antecedent debt contracted without security." But in *Bell* v. *Simpson* (26 L. J. N. S. Ex. 363. Pollock, C.B., in delivering the judgment of the Court of Exchequer, said—"The ground of the application in this case was, that a trader had sold the bulk of his property and that the payment of it was to be *in part by the extinction of an old debt.* It was contended that *per se*, and as a matter of law, that was an act of bankruptcy and fraudulent. We are all of opinion that there is no foundation for such a proposition in law." And this, it is conceived, is the true state of the law. When a past debt may or may not lawfully be a part of the consideration for an assignment of the whole of a debtor's effects is a question of fact to be determined by the jury. By securing a past debt the debtor may be able to prevent immediate ruin by a pressing creditor and may obtain from him a present advance which may enable him to pilot over his dangers. Such a security may restore to solvency a man who if pressed and unassisted must be ruined; and it is therefore impossible to fear that a security like that would be held an act of bankruptcy. But the present help must be substantial. A creditor will not be allowed to make an insignificant present advance which really is intended to obtain a security for an old debt. The intention of the parties, to be gathered from the surrounding circumstances must be looked at. If really the creditor is the only party who is sought to be benefitted, if his old debt be the chief object intended to be secured, then an assignment of a debtor's effects into the consideration for which this old debt enters will be void. It is a question for the jury. Is there "a present fair equivalent"?—or does the assignment make the assignor "*insolvent and unable to pay his creditors in the ordinary way.*" Lord Campbell's observation (*Hutton* v. *Cruttwell*) was *obiter*; but rectifying it by the authority of *Bell* v. *Simpson* and the sound reason of analogous cases, this seems to be the result,—if the consideration for an assignment of all a debtor's effects be "wholly *or principally* an antecedent debt contracted without security," the assignment will be an act of bankruptcy.

If a debtor makes *an agreement*, whether in writing or by word of mouth, that in consideration, of a present advance, he will assign his effects as a security, a bill of sale subsequently executed carrying out this agreement will be supported; for the debtor, thereby only performs that on the faith of which he obtained the present advance (*Hutton* v. *Cruttwell*, 22 L. J. N. S. Q. B. 78). And where a bill of sale recited that it was given in consideration of a pre-existing debt, it was held that it was competent to the donee of the bill of sale to prove that it was given in pursuance of a parol undertaking made at the time the debt was contracted, and that on proof of that fact the bill of sale was effectual against the assignees in bankruptcy of the donor (*Harris* v. *Rickett*, 28 L. J. N. S. Ex. 197).

Thus we are able to bring the result of this inquiry to the conclusion with which we started. An assign-

ment of what is really and substantially only a part of a debtor's effects is not, *per se*, an act of bankruptcy, because it does not make the assignor "insolvent and unable to pay his creditors in the ordinary way." And for the same reason an assignment of all his effects is not, *per se*, an act of bankruptcy in those cases where "a present fair equivalent in money or money's worth" is given. And this "present fair equivalent" is to be judged of by the jury. Goods may be sold under their value; they may be mortgaged for considerably less than their value; future-acquired property may be authorised to be taken; and a part of the consideration may be a pre-existing debt—and yet the transaction may be such as an honest man, striving to overcome his difficulties, may be obliged to adopt if he will receive that present assistance which may save him from great loss and perhaps ruin. He will thereby really receive "a present fair equivalent," and if mere non-success should attend his efforts to save himself and pay his creditors', that non-success is not the test of the transaction, but the real test is,—was the transaction of such a nature as in the judgment of reasonable men was, *at the time*, calculated to render him "*insolvent and unable to pay his creditors in the ordinary way?*"

A bill of sale, though an act of bankruptcy, is not *therefore* void as against creditors individually. As before explained (*ante*, p. 101), the statute of Elizabeth takes care of the individual rights of creditors; the bankruptcy statutes only protect them generally and when represented generally by assignees in bankruptcy. Thus in an individual contest between an execution creditor and the holder of a bill of sale it would not be competent for the execution creditor, *as such*, to set aside the bill of sale as an act of bankruptcy. An act of bankruptcy may or may not be followed by proceedings in bankruptcy. If it is then the assignees' title relates back to the act of bankruptcy and from that time the assignee becomes the legal owner of the bankrupt's property. This is the ground on which goods, or their proceeds, are claimed from the holders of bills of sale where those bills of sale are acts of bankruptcy. Accordingly, only assignees in bankruptcy can treat a bill of sale as void in consequence of its being an act of bankruptcy; and their remedy usually is in trover for the conversion of goods belonging to them in their representative character.

EQUITY.

SPECIFIC PERFORMANCE—LEASE—USUAL PROVISIONS.—The Court will not decree specific performance of a contract for a lease of premises, where one of the stipulations of the contract is that the lessee shall engage the personal services of the lessor in the business to be carried on upon the premises.—*Ogden* v. *Fossick*, L. J., 11 W. R. 128.

JURISDICTION—DUTY OF THE COURT TO DECIDE LEGAL QUESTIONS.—The statute 25 & 26 Vict. c. 42, renders it obligatory on the Court of Chancery to decide all questions of law or fact on the determination of which the title of any party to relief or remedy in equity depends. In an administration suit, where it is sought to prove an alleged debt, the existence or amount of which is disputed, the Court will try the question, and will not as heretofore require the claimant to establish the alleged debt by action at law.—*Re Hooper*, L. J., 11 W. R. 130.

MORTGAGE—RIGHT TO REDEEM.—After a foreclosure decree absolute a mortgagee will not be allowed to redeem, although he alleges that the decree was obtained by fraud. He must seek to have it set aside.—*Patch* v. *Ward*, V. C. S., 11 W. R. 135.

EQUITABLE MORTGAGE OF SHIP—MERCHANT SHIPPING ACTS—BILL OF SALE.—P. and P., the registered mortgagees of a ship, deposited the instruments of mortgage, which were duly registered, with L., to secure a debt, but no transfer was executed or registered.

Held, that the indorsement being necessary to the statutory form of transfer, the deposit of the instruments took them out of the order and disposition of the bankrupt, and that L. was equitable mortgagee of the ships.

P. and P. a few days before their bankruptcy gave L. a bill of sale of all their effects as security for a past debt and future advances.

Held, that this was an act of bankruptcy.—*Lacon* v. *Liffen*, V. C. S., 11 W. R. 135.

INJUNCTION — DAMAGES — JURISDICTION — 21 & 22 VICT. c. 27, s. 2—25 & 26 VICT. c. 42, s. 1.—On bill for an injunction the Court refused the injunction, and directed an inquiry as to damages.—*Wedmore* v. *The Mayor of Bristol*, V. C. S., 11 W. R. 136.

GUARANTEE—PRINCIPAL AND SURETY.—A guarantee for a fixed sum was given by the plaintiff to a banking company to secure advances made to A. The bank advanced a larger sum to A., and on his death proved against his estate in an administration suit for the amount, and received dividends thereupon. Afterwards the bank brought an action at law against the plaintiff and recovered the amount of the guarantee. The plaintiff, when the action was brought, did not know of the receipt of dividends by the bank, and the same were not wholly received till afterwards.

Held, that the plaintiff was entitled in equity to the dividends received in the proportion which the sum guaranteed bore to the whole debt proved; and that, under the circumstances, the plaintiff had not lost this equity by omitting to raise the same defence at law.—*Thompson* v. *McKewan*, V. C. W., 11 W. R. 140.

JURISDICTION—FOREIGN PARTNERSHIP—SUIT INSTITUTED ABROAD—DECREE FOR WINDING-UP.—A., B., and C. formed a firm which carried on business at Hayti. A. lived and had died in England. B. was living at Hayti. C. lived and had died at Hayti. The plaintiff had obtained administration to C. in England, and filed his bill against B. and the representative of A. to have the Haytian firm wound up. After bill filed here, B. took proceedings in a Haytian court to wind up the firm. There had been dealings between the Haytian firm and a firm in England in which A. and B. were partners. There was no allegation that A.'s representative would be bound by the proceedings in Hayti, and A.'s assets were in England. A decree was made for winding up the Haytian firm.—*Maunder* v. *Lloyd*, V. C. W., 11 W. R. 141.

REAL PROPERTY AND CONVEYANCING.

WILL—CHARGE OF DEBTS AND LEGACIES—SPECIFIC DEVISE.—A testatrix charged the whole of her real and personal estate with payment of her debts and legacies, which were both mentioned in the same clause of the will. She made a specific devise of a certain real estate being the only one of which she was seised), and after various legacies she gave the residue of her real and personal estate as in the will mentioned. The general estate was insufficient for payment of her legacies.

Held, that the legacies were a charge on the real estate specifically devised.—*Re Emmerton*, L. C., 11 W. R. 127.

WILL—CONSTRUCTION—CHARGE OF DEBTS, &C., ON SPECIFIC TRUST FUND—COSTS OF ADMINISTRATION SUIT—EXONERATION OF GENERAL PERSONAL ESTATE.—A testator directed that a specific fund given to trustees upon certain trusts should be liable and applicable by the trustees to and in the payment of his debts, testamentary and other expenses, and legacies under his will. There was a residuary gift of all his property, subject to the provisions in his will named.

Held, that the costs of an administration suit were included under the words "other expenses under the will," and that they were payable out of the specific trust fund to the exoneration of the general personal estate.—*Webb* v. *De Beauvoisin*, M. R., 11 W. R. 132.

TRUSTEES—POWER OF SALE AND EXCHANGE—INCLOSURE.—Trustees under a settlement had power to sell and exchange the estates, and were to apply the proceeds of a sale in discharging subsisting incumbrances, or in the purchase of other land. In 1852 they sold part of the estates, and paid the proceeds to the tenant for life, who applied the money in payment of the expenses of inclosures. By the 8 & 9 Vict. c. 110, (the General Inclosure Act), the person in possession or receipt of the rents and profits (in this case the tenant for life, and not the trustees) may charge the allotments with the expenses of inclosure to the extent of £5 per acre by executing a mortgage, and by the 11 & 12 Vict. c. 99, the sum so raised is to be paid to the Inclosure Commissioners. The tenant for life died without having executed such a mortgage.

Held, that the sums expended were nevertheless to the extent aforesaid a charge on the allotments, and were to be allowed as a proper application of the money produced by the sale.—*Vernon* v. *Earl Manvers*, M. R., 11 W. R. 133.

POWER—EXCESSIVE EXECUTION—HOTCHPOT.—Power was reserved under a marriage settlement for the husband and wife jointly to appoint a fund amongst the children of the marriage, and in default of such appointment, upon trust to assign the capital sum, and interest, or so much as there should be no joint appointment of, unto the children of the marriage, in equal proportions, but no child taking under any appointment to be made in exercise of the power was to be entitled to any share of the unappointed part of the trust fund without bringing his appointed share into hotchpot. The husband and wife executed a joint appointment directing the trustees to stand possessed of the fund, and the interest which should accrue after the death of them (husband and wife), "upon the trusts following (that is to say), upon trust to appropriate one-fifth of the capital for the benefit of each of the five daughters, exclusive of all other the children of the marriage," for their separate use, the share of each daughter dying unto her children or their issue; in case of failure of issue the daughter's share to go to her sisters, &c., but in case all the daughters should die without issue then in trust to divide the capital equally between the sons of the marriage.

Held, that the daughters each took for life one-fifth of the appointed fund, and that the residue of the fund went as in default of appointment.

Held also, that the life interests of the daughters must be valued, and the amount brought into hotchpot. *Rucker* v. *Scholefield*, V. C. W., 11 W. R. 137.

COMMON LAW.

ATTORNEY AND CLIENT — MISCONDUCT. — A rule having been obtained ordering an attorney to answer the matters in a certain affidavit, which charged him with a receipt of money of his client, which he had denied, but had not accounted for, the attorney made—and after long delay filed—an affidavit, not denying the receipt of the money nor that he had denied the receipt of it, and not satisfactorily accounted for it:

Held, that the Court could not, on this rule, without some further and substantive application, either attach him for not answering or order him to pay the money. —*In re Everest, an Attorney*, Q. B., 11 W. R. 114.

HIGHWAYS—COSTS OF PROSECUTION.—On an indictment against a parish for non-repair of a road, the parish pleading guilty,

Held, that the judge at the assizes had power to order payment of the costs of prosecution under the Highway Act, 5 & 6 Will. 4, c. 50, s. 95.—*Reg.* v. *Hazlemere*, Q. B., 11 W. R. 115.

HIGHWAY—APPEAL.—On a point reserved on the trial of an indictment for non-repair of a highway, removed by *certiorari* into the Court of Queen's Bench, there cannot be an appeal to a court of error.—*Reg.* v. *The Parish of Hawkhurst*, Q. B., 11 W. R. 116.

TRESPASS—BILL OF SALE.—A covenant in a bill of sale to pay the money "immediately on demand" thereof in writing, &c., with a condition for seizure and sale on default, must be construed reasonably, with reference to the time necessary for the debtor, either to get the money (supposing he has it ready) at a bankers or some place of deposit, or to satisfy himself reasonably of the authority of the party making the demand; and where the demand in writing, signed by attorneys who had authority to receive the money, was delivered by a bailiff who bore no proof that he had such authority, and did not even ask for the money, but seized *instanter*.

Held, that the seizure was wrongful, and that trespass lay; but

Quære, as to the damages; and

Semble, that if there was no *sale* before the time when a seizure would have been rightful, the *damages* might be nominal.—*Toms* v. *Wilson and Another*, Q. B., 11 W. R. 117.

PATENT—VALIDITY—NEW INVENTION.—Before the plaintiff's alleged patent, certain tubular boilers were made by casting tubes and rings separately, and fastening them together with cement. The invention claimed by the plaintiff was in casting the rings and tubes in one piece.

Held, that it was not the subject of a patent.—*Ormson* v. *Clarke*, C. P., 11 W. R. 119.

PLEADING—TRESPASS—EQUITABLE DEFENCE.—To a declaration in trespass, and for breaking open a gate and lock, the defendant pleaded as an equitable defence that disputes having arisen between the plaintiff and the defendant and other persons about a right of way, an agreement in writing was entered into between the plaintiff and the defendant and the said other persons that without prejudice on either side to the question of right a way over the *locus in quo* should remain open for the passage of the defendant and the said other persons until the plaintiff's solicitor and the defendant should come to a definite understanding as to the course to be pursued in deciding the question in dispute; that all things happened necessary, &c.; and that the alleged trespasses were committed in the use by the defendant of the said way, because the said gate had been wrongfully, and contrary to the said agreement, placed across it.

Held, 1st, that the plea did not amount to a plea of *leave and licence* at common law, as the locking of the gate was a revocation of the licence to use the way; 2ndly, that it was not good as an equitable plea, the circumstances disclosed not being such as would in equity entitle the defendant to have the plaintiff restrained by an unconditional injunction from prosecuting the action. —*Hyde* v. *Graham*, Ex., 11 W. R. 119.

NEW TRIAL—ABSENCE OF MATERIAL WITNESS.—On a motion for a new trial on the ground of the absence at the trial of a material witness, an affidavit, in support of the rule, stated that the defendant had a good defence to the action on the merits or otherwise, and the affidavit was not made by the defendant or his attorney, but by a third party. The Court refused to grant a new trial.—*Flooks* v. *Marriott*, Ex., 11 W. R. 121.

ARBITRATION—COSTS.—An action after plea pleaded, but before issue joined, was referred to arbitration; the costs of the reference were to abide the event.

Held, that the plaintiff was not entitled to costs unless the result of the award was substantially in his favour.—*Kelcey* v. *Stuples*, Ex., 11 W. R. 121.

INTERPLEADER—TITLES OF CLAIMANTS NOT OF COMMON ORIGIN.—The plaintiff having contracted in his own name with the defendant to do certain work, completed it, and was paid part of the price, when the defendant received notice from C. that the plaintiff was C.'s agent in making the contract, and that further payment to the plaintiff would be at the defendant's peril. The plaintiff having brought his action for the balance admitted to be due to some one,

Held, that under 23 & 24 Vict. c. 126, s. 12, an interpleader might be granted in favour of the defendant.—*Meynell* v. *Angell*, B. C., 11 W. R. 122.

METROPOLITAN GAS ACT, 1860—PUBLIC AND PRIVATE STATUTES.—A gas company, by their private Act, were required to supply gas of a certain standard, and were limited to a charge of 4s. per 1,000 cubic feet. By a subsequent public general Act, the Metropolitan Gas Act, 1860, adopted by the company, the standard was increased, but the limitation in respect of charge in the private Act was not expressly repealed. The provisions of the public general Act were inconsistent with those in the private Act limiting the charge.

Held, that the limitation as to price in the private Act was repealed by implication.—*The Great Central Gas Consumers Company* v. *Clarke*, Ex. C., 11 W. R. 123.

COURT OF QUEEN'S BENCH.

Dec. 15.—During the trial of an action for libel (*Kœnig* v. *Richie*) before this Court, Mr. M. Chambers, Q.C., who was counsel for the plaintiff, in the course of the trial made a number of objections to questions that were put by the defendant's counsel, and also indulged in comments on the evidence as it was being given. At the close of the day Mr. Chambers insisted on putting in evidence a document objected to by the other side, which the Lord Chief Justice, after he had read it, said had not the slightest reference to the case, but in consequence of Mr. Chambers persisting in having it received he admitted it.

Mr. *Macaulay* made a remark which was inaudible, but which had the effect of drawing a reply from Mr. Chambers with some warmth, to the effect that he should have an opportunity of returning the compliment.

The LORD CHIEF JUSTICE upon that said—I must say with deep regret that with reference to this case the Bench has not been treated with that respect to which it is entitled. The irregularities that I have witnessed oppress my mind most painfully and sensibly. I speak not of myself, but of the office I fill.

Mr. *M. Chambers*.—Well, my Lord, I must say that I cannot take your Lordship's remarks to myself.

The LORD CHIEF JUSTICE.—I must request, Mr. Chambers, that you will say nothing more.

Mr. *Chambers*.—I must, my lord, in my position as Queen's counsel.

The LORD CHIEF JUSTICE.—I must repeat, Mr. Chambers, that I beg you will say nothing more.

Mr. *Chambers*.—I am bound, my Lord, as Queen's counsel to say—

The LORD CHIEF JUSTICE.—Do not say any thing more, Mr. Chambers, because I know how to support the dignity of the office if called on to do so. I adjourn the case till ten o'clock to-morrow (Tuesday).

It being half-past four his Lordship left the bench, and the Court was adjourned.

WINTER ASSIZES.

NORTHERN CIRCUIT.

YORK.

Dec. 10.—Mr. Justice KEATING opened the commission in this city to-day. The calendar contained a list of ninety-three prisoners, but the offences generally were not very serious.

OXFORD CIRCUIT.

WORCESTER.

Dec. 10.—Mr. Justice MELLOR opened the commission in this city to-day. The calendar contained a list of thirty prisoners, and comprised some very serious offences.

WESTERN CIRCUIT.

EXETER.

Dec. 13.—The commission was opened by Mr. Justice BYLES in this city to-day. The calendar for the county contained the names of twenty-seven prisoners. There was only one prisoner for trial in the city of Exeter.

CRIMINAL AND MAGISTRATES' LAW.

COMMON NUISANCE—BAWDY HOUSE, WHEN LANDLORD INDICTABLE FOR KEEPING.—The owner of a house let it to weekly tenants. The house was used as a common bawdy house, but it was not proved that the owner obtained any additional rent by reason of the occupation. Although he had notice that the police and inhabitants complained, and that unless he took steps for removing the tenants, and for the discontinuance of the unlawful practices, he would be indicted, he took no such steps, but continued to go to the house and receive the rent from the occupiers.

Held, upon indictment for keeping a common bawdy house, that a conviction could not be sustained.—*Reg.* v. *Barrett*, C. C. R., 11 W. R. 124.

FALSE PRETENCES—MISREPRESENTATION MADE TO CO-PARTNERS.—The defendant having invented an improved lamp entered into a partnership deed with two co-partners for the purpose of working the patent. By a subsequent verbal agreement with his co-partners it was agreed that he should travel about to obtain orders for the lamps upon a commission on all orders received by him, such commission to be paid to him as soon as he received the orders, and to be payable out of the capital funds of the partnership before dividing any profits. By falsely representing to his co-partners that he had obtained orders, upon which his commission would be £12 10s., he obtained from them that amount.

Held, that as the subject-matter of the misrepresentation would come under consideration in the partnership accounts, such misrepresentation was not sufficient to sustain an indictment for false pretences.—*Reg.* v. *Isaac Mark Evans*, C. C. R., 11 W. R. 125.

QUARTER SESSIONS — COSTS — TAXATION AFTER QUEEN'S BENCH HAS QUASHED ORDER—NUISANCES REMOVAL ACT.—Upon appeal against an order of justices under the Nuisances Removal Act, the quarter sessions adjudged that the order should be affirmed subject to the opinion of the Queen's Bench, and that the costs should abide the result of the decision of that Court. The Queen's Bench quashed the order of the quarter sessions generally, saying nothing about the costs.

Held, that as the order was quashed in its entirety, the quarter sessions had no longer any jurisdiction in respect of the costs, and that a rule *nisi* for a mandamus to tax them, obtained by the appellants, must be discharged—*Reg.* v *The Justices of Hampshire*, B. C., 11 W. R. 122.

BANKRUPTCY LAW.

ORDER OF DISCHARGE.—Where the proceedings under a bankruptcy are suspended by the creditors pursuant to a resolution under sect. 110 of the Bankruptcy Act, 1861, the bankrupt having filed his accounts, is not by virtue of that section entitled, as of right, to an order of discharge; but creditors may appear, and will be heard in opposition.—*Re Castle*, Holroyd, Com., 11 W. R. 113.

ORDER AND DISPOSITION.—Where, according to the custom of some parts of England, the sold produce of a farm is stacked apart from the unsold produce thereof, with liberty for the purchaser to remove such sold produce from time to time as he may require it, and at the date of the bankruptcy of the seller a portion only of such sold produce has been removed.

Held, per Holroyd, Com., that the purchaser was entitled to the benefit of the unremoved portion, and that the same did not pass to the assignees of the seller as being in his order and disposition within the meaning of the 125th section of the Bankrupt Law Consolidation

Act, 1849.—*Ex parte Vidler and Another, Re Terry*, 11 W. R. 113.

BANKRUPTCY ACT, 1861, s. 136—DEED OF ARRANGEMENT—PETITION BY TRUSTEES—On a petition presented under the Bankruptcy Act, 1861, s. 136, by two of the trustees of a deed of arrangement for the benefit of creditors, praying for the removal of a third trustee, and for consequential directions, the Commissioner in Bankruptcy has no jurisdiction to make an order directing a transfer of the estate of the debtor to an account in bankruptcy, and appointing the official assignee of the court to act and to apply the estate as if it were in bankruptcy.—*Ex parte Ruck*, L. C., 11 W. R. 126.

ADJUDICATION ANNULLED—COSTS OF OFFICIAL ASSIGNEE—The Court of appeal in Bankruptcy has jurisdiction to order one respondent to pay costs and expenses incurred by a co-respondent.

Where an adjudication has been annulled the official assignee will be allowed to deduct from any assets in his hands the expenses properly incurred by him in the custody and realisation of the estate; but the Court may order such expenses and the costs of all parties to be paid by the petitioning creditor.—*Re Wollheim*, L. C., 11 W. R. 128.

Correspondence.

COUNTY COURT JURISDICTION—TRANSFER.—In a case of *Re Gingell*, a bankrupt, recently before the Cheltenham County Court, the bankrupt was some time ago arrested under a *ca. sa.* and lodged in Gloucester Gaol. On the 17th of September last he was examined and declared a bankrupt by the registrar of the Gloucester County Court. The registrar, acting under the powers given by the 101st section of the Bankruptcy Act, 1861, transferred the case to the Cheltenham County Court.

Tht facts of the bankrupt's case were these:—He had for many years been living in the district of the latter Court, in which district the large majority of his creditors resided. His estate was *nil*, and the registrar certified that the bankrupt was too poor to pay the fees of the court. It, however, appeared before the registrar that the debts of the bankrupt exceeded £300 by about from £30 to £50.

On the 5th of December the bankrupt came before Mr. Judge Francillon at the Cheltenham County Court to pass his last examination, and it was then objected by a creditor, who had been chosen assignee under the transferred proceedings, that the transfer was wrong, and that it ought to have been made to the Bristol District Court of Bankruptcy, because the debts exceeded £300.

The judge acceded to this, chiefly on the ground that it would impose a reasonable limit on the exercise of the registrar's powers of transfer. It was, however, afterwards arranged that the case should be adjourned to the 6th of March next, to give time for the point to be cleared up, either by decision or Act of Parliament.

Now, I venture to think that the registrar's power to transfer is wholly unconnected with sect. 94, which fixes the limit of county court jurisdiction to cases not exceeding £300. Sect. 101 says the registrar is to have regard "to the amount of debts, *and the place of trade or residence of the prisoner*." Now, the words "the place of *trade*" do not occur in the 94th section. Again, that section only gives power to petition the county court in those cases where the "*debtor*" "knows or verily believes" that his debts "due *and proveable*" do not exceed £300. In cases of prison transfer this foundation is wholly absent. The debtor makes no statement of his debts: he merely has to answer the registrar's questions, and then the *registrar* has to act.

This, and much else that I refrain from troubling you with, forces on my mind the conclusion that the power of transfer given by sect. 101 is wholly unconnected with sect. 94. The meaning of sect. 101 appears to me to be that the registrar is to have regard to all the circumstances of the case, and to exercise a sound discretion in the transfer he is required to make. In *Re Gingell* the debts were not much more than £300, and the estate was nothing. Would it not have been unwise to send such a case away from the creditors to be dealt with in sombrous solemnity in a district court of bankruptcy?

The importance of this point, which I believe is new to this time, must excuse the length of this letter.

Cheltenham, December 15th. FREDK. STROUD.

COMPANIES' LAW.

WINDING-UP—OFFICIAL MANAGER—VOID APPOINTMENT—COSTS.—Where an official manager has been appointed under a winding-up order, which is afterwards declared void, the Court of Bankruptcy has no jurisdiction to order payment to the official manager of the costs and expenses incurred by him under such winding-up order.—*Re the Plumstead Water Company, Ex parte Harding*, L. J., 11 W. R. 99.

WINDING-UP—CONTRIBUTORY.—Where a company originally registered as an unlimited company under 7 & Vict. c. 110, is subsequently registered as a limited company under the Act of 1856, and is wound up under that Act, the company remains the same, and the jurisdiction of the Court in the winding-up is not limited to dealings after the second registration.

A person who was a shareholder before the second registration is therefore not entitled to claim exemption from calls on the ground that his shares are fully paid up.—*Re Liverpool Tradesmen's Loan Company (Limited)*. L. J., 11 W. R. 131.

THE COMPANIES ACT, 1862—INSURANCE COMPANY—NON-REGISTRATION—RIGHT TO SUE—WINDING-UP.—An insurance company which has not been registered as required by the Companies Act, 1862 (25 & 26 Vict. c. 89, s. 209), is by sect. 210 incapacitated from "suing."

Held, that the presenting of a winding-up petition is a "suing" within the meaning of the Act, and the joining the chairman who was a contributory, as co-petitioner with the company, made no difference.—*In re The Waterloo Assurance Company*, M. R., 11 W. R. 134.

ECCLESIASTICAL AND PAROCHIAL LAW.

CHURCH RATES—NON-LIABILITY OF SEPARATE PARISHES.

Gough v. *Jones*, 11 W. R. 107.

The question raised in this case is one of very wide interest, and has probably often puzzled country lawyers who are called upon to advise local representatives of the Liberation Society. We believe that it is the first case in which the operation of the New Parishes Act, 19 & 20 Vict. c. 104, upon the liability to church-rates of parishes and districts, has been discussed and settled.

Dr. Lushington has held that where banns of matrimony may be published, and marriages, churchings, and baptisms performed in a consecrated church or chapel to which a district belongs, the incumbent of which is entitled absolutely to the fees for the performance of such offices, that district becomes, by sect. 14 of 19 & 20 Vict. c. 104 (provided it were not so at the passing of that Act), a separate and distinct parish for ecclesiastical purposes, and as such ceases to be liable to be rated to the old parish church.

The difficulty in this case was, that although under the 58 Geo. 3, c. 45, and the Act of the present Queen, there was power to make a part of a parish or district a separate parish for all ecclesiastical purposes, it was still liable to be rated for the repairs of the old parish church for twenty years, within the provisions of the 71st section of the Act of Geo. 3. Another question was, whether church rates are within the description of ecclesiastical purposes. Upon these points the learned judge of the Ecclesiastical Court observes as follows:—

Are the new parishes so constituted by 6 & 7 Vict. c. 37 liable to be assessed to the church-rate of the original parish, presuming, of course, that all the preliminaries necessary for the constitution of a new parish shall have been previously complied with? I must consider the words of the statute alone, without reference to previous Acts. What is the meaning and effect of constituting a new parish? What is a new parish for all ecclesiastical purposes? I apprehend that if any district in a parish be constituted a new parish, without more being said

that such district is taken out of the whole original parish, to all intents and purposes, civil and ecclesiastical; that the insertion of the words "for ecclesiastical purposes" is the insertion of a limitation—that is, leaving all things not for ecclesiastical purposes, but being for civil purposes, as they are. The question then arises, whether church-rates upon these premises be deemed as ecclesiastical purposes, and I am of opinion that church-rates do fall within the description of ecclesiastical purposes relating to the Church. But it has been argued that these are not all the provisions of the Legislature on the subject. That there exists another statute requiring that churches like these of the different districts should be subject to be assessed to the rates for the original parish church for twenty years. The statute in question is 58 Geo. 3, c. 45, ss. 70, 71. It has been contended that this section is unrepealed, and applies to the present case, and that consequently some of these districts (the twenty years not having elapsed) are to be assessed to the church-rates of the original parish. So far as I know this provision of the 58 Geo. 3 has never been expressly repealed. I believe it to be in operation now; but if subsequent enactments are inconsistent with it, it is the last act of the Legislature which I am bound to obey. I must hold that by virtue of this Act, called the New Parishes Act, the rate has been properly laid, if all the facts alleged are proved, and that the districts mentioned have been properly omitted from the rate.

It was also decided in this case that where the notice of vestry was for the purpose of granting a church-rate for and towards the repairs and expenses of the parish church, and the chief item in the estimate, £100, nearly two-thirds of the whole rate, was for the completion of windows already began, the notice was sufficient.

DIVORCE AND MATRIMONIAL LAW.

CRUELTY—ONE ACT OF CRUELTY—NO COHABITATION.—Cruelty held to be proved in a case where there had been no cohabitation, and where only one act of cruelty had been committed previous to the institution of the suit.—*Reeves* v. *Reeves*, 11 W. R. 111.

EVIDENCE—COMMUNICATION BETWEEN ATTORNEY AND CLIENT.—In a suit by a wife for judicial separation, on the ground of cruelty, the wife was asked in cross-examination whether she had not originally instructed her attorney to institute a suit for restitution of conjugal rights. The question was objected to, and the objection was overruled.—*Maccann* v. *Maccann*, 11 W. R. 112.

AMENDMENT OF PETITION—NO APPEARANCE.—Where the respondent and co-respondent did not appear, the Court refused to allow the petition to be amended at the hearing by adding to the averment of adultery with the co-respondent an averment of adultery with some person unknown without re-service of the petition.—*Wallace* v. *Wallace*, 11 W. R. 112.

ORDER TO PROVE PETITION BY AFFIDAVIT.—When an order is granted for the proof of a petition by affidavit, it is necessary to have the order drawn up so that it may be produced before the affidavits are read.—*Webb* v. *Webb*, 11 W. R. 112.

GENERAL CORRESPONDENCE.

PRELIMINARY EXAMINATIONS.

As one who is preparing to pass the preliminary examination, I am anxious to avail myself of your kind assistance in solving a few difficulties which cause me considerable perplexity of mind. In the first place, I am anxious to know what kind of historical and geographical knowledge the examiners require the student to possess, and particularly what historical and geographical works you would kindly recommend for the use of those who are preparing to pass this examination? Is the knowledge required merely elementary and such as may be acquired from the usual school-books, or should the student make himself familiar with any of the more extensive works, and if so, which? It is impossible that those of your readers who, like myself, are in a country office, can have opportunities of ascertaining the nature of this examination without having recourse to some such mode as that now adopted by myself, and I shall feel deeply thankful if you will kindly either give me as much information as you can upon the subject, or publish this letter in an early number of your journal, and thus give those who have passed the examination an opportunity of removing my difficulties.

Talk-on-the-Hill, Dec. 11. A LAW STUDENT.

ATTORNEY ABANDONING CAUSE.

Issue was joined in a cause, and notice of trial given. The plaintiff's attorney desired plaintiff to advance money with which to pay counsels' fees, and said "If you don't, I shall deliver no briefs." Plaintiff stated that he really had no funds at command. The record was duly entered on the commission day at the assizes about a week afterwards, and the attorney again requested his client to supply money, reminding him of his former intimation in case none was furnished. The plaintiff, however, was unable to accede to his attorney's application, and the briefs were not delivered. The cause was called on in its turn, and the attorney at once withdrew the record. The plaintiff consequently had to pay the costs of the day.

Is the attorney answerable to the plaintiff in damages, or was the neglect of the plaintiff to supply money after demand a sufficient justification for the non-delivery of the briefs and the withdrawal of the record?

December 11. J. L. S.

Q. C.s IN COURTS OF COMMON LAW.

I have read the letters which have lately appeared in your journal, with reference to the question why Queen's counsel in the courts of common law should not confine their practice to a single court, as is done in chancery. No one who knows anything of the subject can for a moment doubt that if this could be managed, great advantage would accrue to all parties concerned, and to solicitors in particular, who are now constantly disappointed of the services of the leader on whom they had relied for the conduct of their cause. It seems to me, however, I confess, that there is much more practical difficulty in the matter than your correspondents seem to consider. Everybody is, I believe, agreed that the practice works well in Chancery, and it is certainly natural to ask why should it not work equally well at common law. The answer to this question will, I think, be found in the fact that in chancery there are no circuits as there are at common law, and that the circuits are really the great difficulty in the way of the arrangement in question being extended to the courts of common law, inasmuch as on circuit a single judge tries causes in all the three courts. Let us suppose for a moment that it were now made compulsory on each of the common law Queen's counsel to choose his court. Mr. A. B., a leader, we will say, on the South Wales circuit, accordingly attaches himself to the Queen's Bench; is he to be bound at each assize town on his circuit to refuse all but Queen's Bench briefs, although there are, possibly, only half-a-dozen causes in the list, and but two or three leading counsel on the circuit? If not, and he is to be allowed to take a Common Pleas or Exchequer brief on circuit, what is to be done in case it becomes necessary to move the Court in banc for a new trial, or to show cause against a rule of the sort obtained by the other side? Is the case to be forthwith handed over to some other Queen's counsel who practises in the Court in which the action is brought, but who knows nothing of what took place at the trial, and who would moreover require a heavy fee merely to read the papers? Or is the argument to be left in the hands of a junior, who may probably be a very good chamber lawyer, but not a man to whom you would like to entrust the argument of an important case in court.

I do not mean to say that these difficulties are insuperable, but they certainly seem to me formidable enough to require careful consideration before we jump to the conclusion that because an arrangement works well in chancery, it must necessarily do so at common law. H. R.

TENANCY FROM YEAR TO YEAR.

The discussion which I have lately observed in your journal on *Agreements of Tenancy* may well startle the profession. One can imagine a French lawyer spasmodically crying out *qu'y a-t-il illusion?* It is surely no trifling fact that a discussion should be carried on in a law serial on such a subject. This fact is one of many which urges the

necessity of a *code*, so that at least the profession may know how to prepare an agreement of this description.

Allow me to say a few words on this subject, so that if I render no service I may get corrected, if still ignorant of the character of such an instrument. An "agreement of tenancy" is, as I have long understood, invariably interpreted to be for a year, unless the contrary appears. I recollect once defeating an attorney in the Sheriff's Court on this very point. The action (*Keys* v. *Maitland*) was for damages for the premature dismissal of the plaintiff, who was assistant to the defendant as a chemist. Singular as the fact may appear, the defendant was both an attorney and a chemist. This is alluded to as a mere incident, as the rule I refer to is *tolerably* well known, but not perhaps so *fully* known as it should be.

An agreement, of the character I have referred to may clearly be determined by *six months' notice*. This is universally known. But if such an agreement be not so constructed, then it becomes an agreement from year to year, and so regulates the tenancy until concluded by *six months' notice*. To guard against this consequence, it is, I believe, common to limit the operation of the agreement to a year, so as to make it an agreement for one year only. If the tenancy should be continued—which may be done by an act of the parties—then the original agreement regulates the tenancy—at least, so far as the rent is concerned, but I apprehend no further, such agreement being in terms only for a year. To avoid this state of things, it is usual, as I believe, to make the agreement expressly for one year, but upon terms that the tenancy shall continue *from year to year*, until determined by the act of the parties. It must be acknowledged that the preparation of an agreement of tenancy—simple as it may seem to a layman—is no easy matter, having regard to the varying wishes and arrangements of the parties, and especially of the landlord.

But beyond all this is the care which is requisite to prevent an agreement of tenancy having the effect of a demise. Mr. Woodfall, in his valuable book, says truly, "whether an instrument shall operate as an actual lease, or only as an agreement for a future lease, to be granted has always been a fruitful subject of litigation, and it is impossible to reconcile all the decisions on the point." My sketch may perhaps give a little aid in this discussion, but I send it with deference to your other correspondents.

3, Compton Street, Dec. 15, 1862. J. CULVERHOUSE.

Liability of Trustees in Mortgage Transactions.

It is laid down in several books that trustees should not advance on mortgage security more than one-half the certified value of house property, but I believe it is by no means uncommon for solicitors to recommend their clients to advance nearly, if not quite, two-thirds the value.

I should be glad of the opinions of some of your readers on the following case:—Some freehold cottage houses (let weekly at seven shillings per week) were valued by a respectable surveyor at £1,200, and a trustee (a lady) was advised by her solicitor to advance £800 upon security of them. The solicitor, before advising his client, consulted the surveyor, who recommended an advance of two-thirds the value. The money was lent, and the mortgagor afterwards became bankrupt, and ultimately the property was sold for £700. By whom must the loss be borne? By the trustee, the *cestuis que trustent*, the solicitor, or the surveyor? Q.

Advertising Lawyers.

The enclosed is cut from the *Oxford Journal* of last week, and appears regularly in that paper. I send it to you as it appears to deserve notice as one of the means by which our branch of the profession is lowered in public estimation. How can we expect to maintain our proper status in society when some of our members degrade themselves by advertising their services as cheap tailors and linendrapers do their wares?

Oxford. Dec. 16. A SUBSCRIBER.

The enclosed advertisement is as follows:—

"RECOVERY OF DEBTS. — Debts of £20 and upwards promptly and efficiently recovered, at an inclusive charge of 5*s.* for each debt. No Law Costs or Commission are charged to the creditor. No attendance at court is required. The money is remitted to the creditor the same day that it is recovered. One copy of the account, with the names and addresses of the creditor and debtor, should be sent.—St. Swithin Williams, Esq., Solicitor, 136, High-street, Oxford."

APPOINTMENTS.

Mr. FRANCIS EDWARD GUISE, of the Oxford Circuit, has been appointed Recorder of Hereford, in the room of Mr. Serjt. Pigott, resigned.

Mr. LUKE SMITHETT, of Dover, has been appointed one of her Majesty's Justices of the Peace for that borough.

Mr. HENRY BYERLEY THOMSON has been appointed a puisne judge of the Supreme Court of the Island of Ceylon; and Mr. RICHARD F. MORGAN has been appointed Queen's Advocate for the same island.

Mr. ROBERT WILLIAM GIFFORD WATSON has been appointed Chief Magistrate of the settlement of Lagos.

Mr. WILLIAM ARTHUR WILLOUGHBY, of 4, Lancaster place, Strand, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women for the county of Middlesex and the cities of Westminster and London.

SCOTLAND.

Right of Women to Graduate at Universities.

A curious question has recently been raised at the United College of St. Andrews, as to the right of women to matriculate at that university. The facts appear in the following *memorial* for the opinion of counsel:—

"The memorialist who is the daughter of Newson Garrett, of Alde House, Aldeburgh, in the county of Suffolk in England, with a view to entering the classes of anatomy and chemistry in the United College of St. Andrews, applied on the 29th of October, 1862, to Mr. M'Bean, the Secretary of the University of St. Andrews, for leave to matriculate, and for a matriculation ticket. On payment of the usual fee, she obtained, without objection or remark, a matriculation ticket having her name written on it, and after her name the printed words, "*Civis Universitatis Sancti Andreæ.*" and she signed her name in the Roll of Matriculated Students of the University. Next day she presented her matriculation ticket to Dr. Heddle, the professor of chemistry, and stated her desire to become a student in his class. He stated that he had no personal objection, and gave her a letter to Mr. Ireland, the secretary of the United College, authorising him to grant her a ticket for attendance on his lectures. She presented the letter to Mr. Ireland, paid the class fee, and obtained the class ticket. On the following day a similar course of proceeding was gone through, and she obtained a ticket for the anatomy class. On the first of November the *Senatus Academicus* passed a resolution to the following effect:—"That the issuing a matriculation ticket, and any class tickets, which may have been given to this applicant, appears to have been done without sufficient authority, and that the question thus raised should be deliberately decided; and further, that a committee be appointed to consider this novel point, to communicate, if they think fit, with the other Universities, and, if necessary, to take a legal opinion on the subject, and to report as soon as possible. And that professors be enjoined in the meantime to defer allowing the attendance of this lady on the classes of the University." The opening of the classes of anatomy and chemistry had been fixed for the 17th of November, and if the opinion of counsel were favourable to her, the memorialist intended to insist on her right to attend those classes. The University of St. Andrews was founded by virtue of a Bull of Pope Benedict XIII., of date 28th August, 1413, and there are five other Bulls, dated on or about that day, conceding and confirming all privileges, &c., in favour of the University. These Bulls and other charters of erection or foundation are printed in the report of the University Commissioners of 1828, and 1830, which was presented to the Houses of Parliament in 1837. The Acts of Parliament relating to this University are also printed in this report. These Bulls, charters, and Acts, are referred to generally as no part of them have special reference to the question in which the memorialist is interested.

"The memorialist desires the opinion of counsel on the following queries:—

1. There being no express exclusion of women from college classes in the charters, Acts of Parliament, and other documents regulating the affairs of the University of St. Andrews, has the *senatus academicus* power to exclude the memorialist from the college classes simply on the ground that she is a woman?

2. Is the *senatus academicus* entitled to exclude the memorialist from the college classes on the ground that by immemorial custom or usage these classes have been attended only by male students? it being kept in view that the only powers of exclusion hitherto exercised by the University Courts have been directed against either imperfect preliminary education or immoral conduct!

3. "Did the pay by the memorialist of the matriculation fee and of the class fees for chemistry and anatomy complete a contract binding on the professors of the college? If the contract was completed, can the memorialist insist for specific performance, or would she be entitled to reparation merely in the form of damages?

"4. In the whole circumstances, have counsel any serious doubts to suggest as to the validity of the memorialist's claim of right to attend the classes of chemistry and anatomy?"

The opinion of Mr. J. C. Smith, a Scotch advocate, is as follows:—

1 and 2. It is impossible, in the absence of all authority, to form any confident opinion as to the powers of a *Senatus Academicus* to exclude from college classes any one, either man or woman, who is willing to pay fees, and against whose character and capacity for acquiring what is to be taught there is no reasonable and sufficient objection. But I have been unable to discover any ground in law to warrant the exclusion of women from universities. In all the old foundations of St. Andrew's University, subsequent to the Reformation, the words applied to those who are to be educated, are "Youth or youth, bairnis, studentis, and scholares," which words are applicable to both sexes. By the Act of 1579, which effected what is known as Buchanan's Reformation, the wives, families, and servants of the professors were excluded from the college buildings, so as not to reside among the young men, who then lived in the college, with the exception of those "bairnis" (obviously not limited to sons) . . . . actual studentis lauchfullie and orderlie enterit in the college.

"Usage does not, in my opinion, tell one way or another. It clearly cannot tell in favour of the professors exercising a power which they were never before *used* to exercise. I have no doubt that the *Senatus Academicus* has a wide discretion, which is above the law, and which, if carried out, would enable them to shut the college classes entirely; for if they can exclude one without reason they can exclude all. If the presence of the memorialist in a college class should prove to be subversive of good order and discipline, then I am of opinion that the *Senatus Academicus* can interfere either at the request of the professor or of their own motive; but I cannot help thinking that, in the exercise of discipline, they cannot exclude or expel without legal proof of a breach of discipline. The college is not the private property of the *Senatus* which they can shut against anyone they please, but it is public property as much as a parish church or parish school, and even more so than the former, and is not in any sense the property of the *Senatus*. No doubt they have certain powers of administration, but these powers do not entitle them to go beyond the ancient statutes of the University, the charters, and the Acts of Parliament, and none of these require or justify the exclusion of women from college classes.

3. There can be no doubt that there has been a completed contract between the memorialist and the professors of chemistry and anatomy. Had this contract been contrary to the laws of the college, I am of opinion that the *Senatus* could have rendered it inoperative and void, but I know of no law for the *Senatus* interfering between a professor and his student, and without lawful cause prohibiting the latter from attending the class and exposing the professor to an action of damages for breach of contract. I am of opinion, therefore, that the memorialist can insist against the individual professors for specific performance of their contract with her. She might, on the other alternative, obtain damages from them, and they, again, might have recourse against the members of *Senatus* who had compelled their breach of contract, though as to this I express no opinion, as I am not aware how far they would be bound or inclined to obey an order of their brethen, which was *ultra vires* and illegal. J. C. SMITH.

Edinburgh, 14th November, 1862.

The opinion of Mr. Moncrieff was as follows:—

If the only question involved in this memorial had related to the power of the *Senatus Academicus* to permit the attendance of female students on the lectures in the University on payment of the matriculation and class fees, I should have hesitated to say that such a course was not within the power of the *Senatus Academicus* had they thought fit to consent to it. The attendance of females on university lectures is by no means without precedent, and I find nothing in the charters or foundations of the University of Saint Andrew, which can be construed to deprive the *Senatus* of the power to sanction such arrangements under such conditions and regulations as they might think reasonable.

But the admission of female students, with a view and with the right of graduation and the other privileges of the students in the university, is an innovation which the *Senatus Academicus* have, in my opinion, no power to permit.

I do not think that in the present case the memorialist can maintain her right on the ground of special contract. The *Senatus Academicus* never officially gave consent to her admission, and it was not within the power of any individual professor to innovate on the established practice of the university, without the authority of the governing body.

J. MONCREIFF.

The *Senatus* took legal opinions, which appear to have been unfavourable to Miss Garrett's claim, and her alleged matriculation has therefore been declared to be null and of no effect. The ladies talk of getting a special Act of Parliament to compel universities to admit them as students.

IRELAND.

The benchers of King's-inn have elected Mr. Joseph M. Lambarte, barrister-at-law, to the office of librarian.

Mr. Robert F. Franks has been appointed secretary to the ecclesiastical commission, in the room of the late Mr. Thomas Bushe, deceased.

FOREIGN TRIBUNALS AND JURISPRUDENCE.

FRANCE.

DOCUMENTS CONFIDED TO A NOTARY.

On the 2nd of August the *Journal du Notariat* argued, first that a notary was not bound to communicate to the registrars (*préposés de l'enregistrement*) instruments or other papers whatsoever that might be in his study, and which had only been placed in his hands as a private individual, confidentially, and not in his quality of *notaire* invested with a public function; and secondly, that instruments and papers whose delivery is not proved by act of deposit, must be considered as having been entrusted to a *notaire* only confidentially. In support of this opinion, two decisions of the Cour de Cassation, two of the Cour de Douai, and one of the Tribunal of Macon were cited. A judgment of the Tribunal of Béziers of the 5th of May last being in complete opposition to these principles, the *Journal* undertakes to refute it.

The papers in the study of M. B., *notaire* at Agde, were sealed by the authorities of the canton on his decease. They were afterwards opened in presence of the *juge de paix*, and the receiver of registration (*receveur de l'enregistrement et des domaines*).

In a *secretaire* placed in the study, and on which the seals had been placed, was found, with other papers, an instrument, under private sign manual, not registered, dated the 11th of January, 1858, purporting to be an agreement to sell, by M——, landlord at Agde, to V——, landlord at Tarascon, divers immovables situated at Agde for the price of 40,000f., for which there was no receipt written. After obtaining a copy of this deed from M. L., to whom M. B.'s papers had been transferred by the authorities, the *receveur* demanded of M. V., the purchaser, and of M. M., the vendor, as debtors in common, a sum of 4,840f., as the amount of duty on the transaction. Both resisted the demand, alleging that the instrument under private sign manual had been entrusted to the *notaire*, not for the purpose of preparing any deed of deposit, but confidentially, not to leave his hands except to return to the person who had entrusted him with it; and that the instrument had, moreover, not had any result.

The Tribunal of Béziers decided that the seals had been placed on the *secretaire* without opposition on the part of any one interested; that the said paper was found in company with several holograph wills, and with official papers relating to the current year, two of which had since been registered; that the *secretaire* was intended for such papers, and not for private ones; that the agents of the administration, on taking possession, saw in it a title for the transfer of property, and their de-

mand of the duties of mutation is justifiable if this deed offers all the characteristics of a serious instrument, and one which has not remained a simple project; that the instrument bore every appearance of being such, as there was a duplicate original, which was signed by both the contracting parties, and professed to transfer the possession of some irremovable goods designated by their numbers on the register; and that it appeared to be intended to disguise a commercial transaction of V., who, being a stranger to the town of Agde, had only bought to sell again, and had actually done so, a clear proof that he had become possessed of the property. It, therefore, declared the demand well founded.

On this decision the *Journal du Notariat* remarks:—"The Tribunal, indeed, recognises that the administration of registration has not the right of requiring the papers confidentially entrusted to a *notaire* to be communicated to it; but it (the Tribunal) adds that it must be determined, either from the real state of the papers or from some superscription, whether the deposit has been intrusted to the private individual, and not to the *notaire*. We believe, on the contrary, that this proof is useless, and that by the fact alone that a deed of deposit had not been prepared, every such paper found in a *notaire's* house ought to be presumed not to have been entrusted to a public functionary. The circumstance that the instrument in question had been found amongst other papers which had certainly been given to the *notaire* in that quality did not suffice any the more to justify the pretensions of the administration. There must, we repeat, be a deed of deposit." It goes on to say that it was not usual to register such transactions as that between M. M. and M. V.—a sale with the intention on the part of the purchaser of selling the property thus acquired again in detail, and that in after transactions the sub-purchasers held directly of the original landlord. Were it otherwise such transactions would be often impracticable, as the duties levied would absorb all, or the greater part, of the profits. The decision of the Tribunal of Béziers appears, therefore, objectionable on a double ground—first, as having refused to considered as entrusted to a private individual all the papers of which the delivery to a *notaire* was not proved by a deed of deposit; secondly, as having disallowed the confidential nature of the delivery of an instrument of that kind entrusted to the *notaire*, which was in his house.

Want of Signature by Witness.

A striking example of the disastrous consequences which an apparently slight omission may entail has been brought before the Imperial Court of Algiers. It was in the case of a marriage contract. A *renvoi* of this contract contained a reciprocal donation to each other by the future husband and wife of all their goods, present and future. This was accompanied by the signatures of all the persons necessary, except one witness, who had forgotten it. The disposition of the property was attacked by persons interested, and the Court of Algiers was obliged to pronounce the instrument, and consequently the donation, to be null. The carelessness on this occasion appears to have sprung from a prevailing notion that the signatures were not so strictly necessary to a *renvoi* as to other instruments.

Railway Company—Compensation.

The Civil Tribunal of the Seine recently gave judgment in an action brought by a tailor of Lyons, named Bayard, against the Lyons Railway Company, to recover compensation for injuries which he and his wife had suffered through the negligence of the servants of the company. On the 20th of August, 1861, a horse-van was discovered to be on fire just before reaching the tunnel, a short distance from the station of Collonges. The conductor, thinking it would be impossible to stop the train before reaching the tunnel, ordered the driver to pass through. Meanwhile the passengers, being aware of the accident, were in the utmost alarm, and the speed having slackened, 150 of them leaped out upon the line before the train had cleared the tunnel. The plaintiff and his wife in so doing received severe injuries, the former having badly sprained his left wrist, and the latter dislocated the right knee-pan. They were consequently unable to attend to their business for several months, and the wife is in danger of being crippled for life. They, therefore, demand 25,000f. damages. It was proved that the husband had a good business, much of which he lost through this accident, and that his wife had been obliged to abandon an engagement as a singer at a *café-chantant*, at a salary of 400f. a-month. For the defendants it was argued that the accident was owing to the imprudence of the plaintiffs in leaping out before the train stopped, since they were in no danger, the burning carriage being the sixth from theirs. The Tribunal, however, gave judgment ofr the plaintiffs, with 4,000f. damages, and costs.

Actress—Withdrawal of Consent of Manager to perform elsewhere—Damages.

The Imperial Court of Paris a short time since gave judgment on an appeal from a decision of the Paris Tribunal of Commerce, in which M. Dennery, manager of the St. James's Theatre in London, was plaintiff, and Madamoiselle Théric, the actress, defendant. In 1861 M. Dennery engaged Mademoiselle Théric to play at his theatre from the 20th of May to the 31st of July, and it was stipulated that she should not take part in any private theatrical performance without his consent. Having been requested to play in Alfred de Musset's "Caprice" with M. Fechter at Lady Molesworth's, on the 20th of July, Mlle. Théric informed M. Dennery of the fact, and asked his permission, which, as she was not wanted at the theatre on that day, was readily granted, and she accordingly accepted Lady Molesworth's proposal. M. Dennery, however, changed his mind two days before the performance was to take place, and gave Mlle. Théric formal notice that she must not play. Mlle. Theric replied that she had accepted the engagement on the faith of his promise, and that she would fulfil it, whatever the consequences might be, and she did so. M. Dennery then commenced proceedings against her before the Paris Tribunal of Commerce, demanding 5,000f. damages, but the demand was rejected with costs, on the ground that Mlle. Théric was justified in playing at Lady Molesworth's by the verbal permission which the plaintiff had given. M. Dennery now appealed against that decision, and the Court, after hearing counsel, confirmed it purely and simply.

AMERICA.

Habeas Corpus.

It appears from the following case that the military authorities are inclined to pay more respect to the civil than has been the case for some time past:—A man named Raught, afflicted with hernia, having been improperly conveyed on board of one of the transports, and compelled to serve as a soldier in the expedition, an application for a writ of *habeas corpus* was made before Judge Barnard, and granted returnable before Judge M'Cann. The writ was served upon General Banks, who replied that he could not then produce the body of Raught, as the man was on board the *Northern Light*—a vessel that had already sailed—but that he would have the ship overhauled at the first opportunity, and Raught sent ashore in obedience to the Court. The judge was delighted at conduct so unusual in one of the military masters of the Republic, and expressed his high opinion of General Banks as a lawyer, a soldier, and a gentleman.

REVIEWS

The Diminution of the Poor-rate by improved Legislation and a more just distribution of the Burden; being a Manual for Members of Parliament, County Magistrates, Boards of Guardians, and Ratepayers. By Standish Grove Grady, Barrister-at-Law, Recorder of Gravesend. Wildy & Son, Lincoln's-inn. Second edition. 1862.

The mismanagement of our poor is something wonderful. It is incomprehensible alike to the Englishman and the foreigner. We raise £6,000,000 a-year for their support. We build palaces for their residence: the fountains of public charity are, moreover, periodically, and, continuously, drained: the wealthy give liberally, many profusely: the sick are provided for in our hospitals, which are devoted to the alleviation of every class of disease to which flesh is heir: we have asylums for every form of destitution: in fine, the national charity is inexhaustible, and yet the extremes of luxury and of want, of splendour and of wretchedness, are hourly before our eyes.

The work before us is of great value at the present moment, when the injustice of our poor law system and the inequalities in the incidence of our poor-rate are occupying so much of the public attention. Very probably the whole subject will soon be forced upon the consideration of Parliament, and our experience, which we have dearly bought, will, we hope, result in improved Legislation. Those who are interested (and who are not?) in these important questions and in the wel-

are of the poor will find a vast amount of information collected from a variety of sources and brought within narrow limits in this work, and they will do well to carefully digest it. The great crisis through which the whole country is now passing—for although the distress prevailing amongst our operatives in the north is immediately confined to that locality, yet its effects are felt far and near—has disclosed facts which, while they are well enough known to those who look below the surface, yet have struck with astonishment the great bulk of rate-payers.

That our poor laws are terribly deficient in accomplishing their object every day discloses. One half the crime of the country is mainly attributable to the system. It does not prevent hundreds every year from perishing for want of the absolute necessaries of life. It is the duty of a nation to take care that no one wants for food. It may be considered by many as Utopian, but we believe it to be of paramount duty to feed with at least two wholesome meals a-day all those who are without the means of providing for themselves, and we believe that such practice would be a saving to the country. It would prevent crime and save the expenses of prosecutions and of gaols.

The present system drives the poor man from the associations of all his active life, and from the very spot where alone he can aid in getting his own livelihood. It separates him from his wife in his old age; it applies a cruel, useless, and fallacious test, and yet fails in checking imposture and stemming the torrent of pauperism; and this is mainly attributable to the fact that the rate is local and not general. In one parish the rate does not exceed a fraction of a penny in the pound, in another it exceeds five shillings, and all the intermediate sums are found to be demanded in parishes whose circumstances vary between the two extremes.

Mr. Grady observes—"There are other inequalities besides those arising out of the statute 9 & 10 Vict. c. 66, which must not be overlooked, and which would of themselves demand some change in the law for the purpose of remedying this injustice. Thus, when large towns are composed of several parishes we find the rich residing in one parish whilst the poor, by some inseparable barrier, are confined to another. The effect of this is to increase the rate where the burden is heavy and the inhabitants are least able to bear it, and to reduce it where the burden is light and the residents are rich and well able to bear it. This was foreseen and guarded against by the rate in aid to be levied on parishes of a greater ability created by the statute of Elizabeth. London and Middlesex furnish instances of this inequality, though it is not confined to those localities. In the best and most valuable part of Colchester there are no dwellings for the poor. They are therefore driven into the impoverished parishes, so that the poor may be said to support the poor. St. Leonards, the poorest parish in the town, paid, in 1856, a poor-rate of 6s. 3d. in the pound, whilst the opulent parish of All Saints paid only 10½d. in the pound. In London St. George's-in-the-East paid 3s. 3d., St. Nicholas, Deptford, paid 5s. 9d., St. Olave 4s. 7d., St. Ann's, Blackfriars, 4s. 4d., Shadwell 3s. 9d., Whitechapel 2s. 8d., Christchurch, Spitalfields, 4s. 3d., Bethnal Green 2s. 9d., Shoreditch 3s. 2d., Ratcliff 3s. 6d., St. George, Southwark, 2s. 10½d., St. Saviours, 2s. 7½d, Bermondsey, 2s. 8d., Rotherhithe 2s. 5d., Fulham 2s. 9d., and some others 3s., while the rich parishes of St. George's, Hanover-square, paid but 6¾d., Paddington 6d., St. James, Westminster, 10½d. The poor parishes are, moreover, rated at the full value, while the rich are rated at three-fifths only of the property tax valuation. There are rich unions, and individual parishes as well as unions. The City union contains ninety-eight parishes, some paying 6s. 3d., and even more, others not more than 3s. 4d., St. Christopher-le-Stocke for six months paid £2 only, whilst St. Nicholas Olave paid 4s. 7d. in the pound; three millions' worth of favoured property paid £103,000 and kept 6,436 poor; twelve parishes in the poor unions are valued at rather more than that amount, and they paid £322,000 a-year poor-rate in lieu of £103,000, and supported 44,539 instead of 6,435."

Mr. Grady's observations on the cruelty, hardship, injustice, and oppression, and the injurious effects not only upon the labouring man but upon society, of the law of settlement and removal, are well worthy of perusal and grave and serious reflection.

Mr. Woolner is commissioned to execute the statues which are to decorate the new Manchester Assize Courts, now in the course of erection from the designs of Mr. Waterhouse.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

The East Cambrian Gold Mining Company (Limited).

Capital £50,000, in 50,000 shares of £1 each. Solicitor—A. Pulbrook, Esq., 61, Basinghall-street.

The object of this company is to work the promising gold mines at Moel Ysprl, in the Hared-y-Morfa mountain, three miles from Dolgelly.

The Great Laxey Mining Company (Limited.)

Capital £60,000, in 15,000 shares of £4 each. Solicitor, Frederick H. Turner, Esq., 40, Bedford-row.

This company has for its object to bring under the Limited Liability Acts the company which has hitherto worked the celebrated Laxey Mines in the Isle of Man, and also to raise additional capital to further develop certain portions of this rich and valuable sett.

These mines have been in operation for about forty years, and under the present management alone have paid in dividends £1,420 on each £100 share, besides expending from £40,000 to £50,000 in plant and machinery.

The Mines as at present worked consist of three distinct setts of operations—namely, the Main or Deep mine, Dumbells to the north, and the Copper Ground to the south.

The Western Neilgherry Coffee, Tea, and Cinchona Plantation Company (Limited.)

Capital £50,000, in 10,000 shares of £5 each. Solicitor, W. F. Farmer, Esq., 17a, Sise-lane, Bucklersbury.

This company is formed for the purpose of purchasing two freehold estates, comprising about 1,000 acres, known by the names of Strathern and Marylands, in Wynaud, in the district of Malabar; and a leasehold estate of about 2,000 acres of virgin forest land, called Thorlapully, Sœdmowr, and Pencreig, with the object of extending the cultivation of coffee, tea, and cinchona.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. Montague Hughes Cookson on Conveyancing, Monday, Dec. 22.

The lectures will be resumed on Monday, the 5th January next, and be continued to the end of the several courses in March.

COURT PAPERS.

Chancery Vacation Notice.

During the Christmas Vacation the Chambers of the Vice-Chancellor Sir John Stuart will be open on the following days—viz., on the 24th, 26th, 30th, and 31st December, 1862, and 1st, 2nd, and 6th January, 1863, from 11 till 1.

A short time since one of the bailiffs of the Sheriffs' Court served three processes of the Court upon a prisoner confined in Newgate for a libel. The bailiff knocked at the door, and the prisoner was invited down from his location, and duly served with three summonses, which bore the words, "John O'Brien, prisoner, Newgate." An objection was taken to the service by an attorney who appeared for O'Brien on the day of hearing, but the Court held that the Sheriffs' Court in the City had jurisdiction over Newgate, and orders were made for payment upon a certain day. Carrying out the decision of the learned judge the officers of the Court appear now to treat Newgate as an ordinary dwelling house, for a day or two since the "orders" for payment were posted to the prisoner at Newgate. It is stated that in the event of a judgment summons conviction being issued against a prisoner confined in Newgate, the question of any real jurisdiction will be speedily set at rest.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COPEMAN—On Dec 13, at 16, Montpelier-terrace, Falkner-square, Liverpool, the wife of Charles R. Copeman, Esq., Solicitor, of a daughter.

ELGOOD—On Dec 8, at 29, Torrington-square, the wife of William Elgood, Esq., Solicitor, of a daughter.

LANE—On Dec 8, at the Lawn, Rugby, the wife of John Lane, Esq., Barrister-at-Law, of a son.

MARSH—On Dec 14, at Boley-hill, Rochester, the wife of Mr. Bower Marsh, of a daughter.

PECK—On Dec 14, at Woodborough Lodge, Abbey-road, St. John's-wood, the wife of J. K. Peck, Esq., of a daughter.
TIPPETS—On Dec 9, at 29, Margaretta-terrace, Oakley street, S. W., the wife of Theodore G. Tippetts, Esq., Solicitor, of a daughter.

DEATHS.

ROBERTS—VILLENEUVE—On Dec 9, at St. Saviour's, Maida-hill, by the Rev. H. H. Letchworth, M. A., Edmund Russell Roberts, B.A., of the Middle Temple, Barrister-at-law, eldest son of S. Johnson Roberts, Esq., of Chester, to Margeurite Villeneuve, fourth daughter of the late Francis Smith, Esq., of Campania, in the colony of Tasmania.

MARRIAGES.

BELL—On Nov 20, at Church-parade, Spanish-town, Jamaica, William Anthony Bell, Esq., for 28 years Stipendiary Magistrate in the island.
MEEK—On Dec 13, at Middlethorpe Lodge, near York, Esq., Magistrate of that city, and a Magistrate for the North and East Ridings.
MULLINS—On Dec 15, at 34, Osborne-terrace, Clapham-road, Elizabeth, widow of Edward Mullins, Esq., Solicitor.
NEWBON—On Dec 15, at Warlingham, Surrey, Jane, the wife of Thomas Newbon.
PIERCE—On Dec 9, at the Manor House, West Ashby, Lincolnshire, aged 34, Francis Rockliffe Pierce, Esq., Member of Lincoln's-inn, and one of Her Majesty's Justices of the Peace for the county.
THOMPSON—On Dec 9, at Great Hampton, near Evesham, Frederic Thompson, Esq., Barrister-at-law, late of the Middle Temple, London.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

KAYE, JOSEPH, Bank-buildings, Esq., and DANIEL MOORE, of Lincoln's-inn, Esq., deceased. £300 Reduced Annuities.—Claimed by William Kaye, Esq., the surviving executor of the said Joseph Kaye.

HEIRS AT LAW AND NEXT OF KIN.

(*Advertised in the London Gazette.*)

MEEK, ELIZABETH, of York, Widow. Next of Kin. Rousby v. Wood, V. C. Stuart.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. FULLER & HORSEY.

Freehold, Copyhold and Leasehold valuable collieries and other mineral properties and surface lands, situate at Risca, in the county of Monmouth, with the fixed plant, machinery, and rolling stock.—Sold for £38,000.
Freehold ground rent of £112 per ann., secured upon land at Victoria-street, Vauxhall-road.—Sold for £1,490.

AT GARRAWAY'S.

By Messrs. D. CRONIN & SON.

Leasehold public house, known as the "White Swan" No. 968, Oxford-street.—Sold for £900.
Copyhold inn, known as "The George," and cottage adjoining, situate at Wanstead, Essex. Sold for £1,810.

By Messrs. TOPLIS & HARDING.

Freehold house, No. 1, Cook's-court, Carey-street, Lincoln's-inn-fields.—Sold for £900.

By Messrs. FAREBROTHER, CLARKE, & LYE.

Leasehold house and premises, No. 15, Basinghall-street; term 61 years from 1859.—Sold for £1,800.

LONDON GAZETTES.

Windings-up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Dec. 12, 1862.

Llanharry Hematite Iron Ore Company (Limited).—Petition for winding-up, presented Dec 2, will be heard before the Master of the Rolls on Dec 20. Capes, Solicitor for petitioner.

TUESDAY, Dec 16, 1862.

UNLIMITED IN CHANCERY.

Waterloo Life, Education, Casualty, and Self Relief Assurance Company.—Order to wind up, Dec 6. W. Canwell, 11 Old Jewry-chmbrs, appointed Official Liquidator, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 12, 1862.

Adams, Wm, Margate, Plumber. Feb 10. Brooke & Hughes, Margate.
Allen, Jas, Aysgarth, York, Yeoman. Jan 8. Pearson, Kirkby Lonsdale.
Arundell, Right Hon Hy Benedict Lord, Baron Arundell, Wardour Castle, Wilts. Feb 15. Turner, Jermyn-st, St James's.
Chisnell, Saml, Colchester, Nurseryman. Feb 10. Francis, Colchester.
Cordery, Wm, Shinfield, Berks, Farmer. Dec 20. Soames & Cooke, Wokingham Benches.
Favell, Eliz, Rotherham, Spinster. Feb 5. Favell, Rotherham.
Freeman, John, Warmington, Northampton, Miller. Feb 2. Rutland, Peterborough.
Fussell, John, Nunney, Frome, Esq. Feb 5. Dowding & Burne, Bath.
Garnett, Mary Fleming, Kirkby Lonsdale, Widow. Jan 21. Pearson, Kirkby Lonsdale.
Geldard, Rbt, Geggleswick, York, Esq. Feb 10. Sharp, Gresham-house, Old Broad-st.
Langford, Thos, Nottingham, Maltster. Jan 26. Wadsworth & Co., Nottingham.
Norcliffe, Norcliffe, Langton Hall, York, Esq., Major-General. Feb 9. Ware, York.
Norton, Edmund, Lowestoft, Gent. Feb 2. Reeve, Lowestoft.
Owen, Rev. Thos Lloyd, Bodfean, Carnarvon, Clerk. Jan 13. Owen, Pwllheli.
Spanton, Wm, Bermondsey, Timber Merchant. Jan 5. Binns, 1 Trinity-sq, Southwark,
Story, John Mellor, Swinton, York, Attorney-at-Law. Feb 10. Wilson, Sheffield.
Watson, Wm Geo, Chigwell, Essex, Esq. Jan 15. Randell, Gracechurch-st.
Wiggin, John, Peterborough, Gent. Feb 2. Rutland, Peterborough.

TUESDAY, Dec 16, 1862.

Booth, Harriot, Bath, Widow. Feb 5. Dowding & Burne, Bath.
Booty, Jennings, Weybread, Suffolk, Gent. Dec 31. Hazard, Harleston, Norfolk.
Brumwell, Wm, Camden-rd Villas, Camden Town. Jan 12. Langford & Marsden, Friday-st, Cheapside.
Burford, Daniel, Eastbourne, Innkeeper. Jan 31. Hayward, Rochester.
Charleton, Caroline, Bath, Widow. Feb 5. Dowding & Burne, Bath.
Cobbett, Wm, Southgate. Feb 2. Gosset, Coleman-st.
Crompton, Roger, Kersley, Lancstr, Paper Maker. Feb 13. Claye & Son, Manch.
Cutto, Ann, Old Kent-rd, Widow. Jan 31. Howard, Canal-pl, Old Kent-rd, and Strong, Doncaster-pl, Old Kent-rd.
Eade, Jos, Middle Temple, Esq. Feb 12. Bertram, Library Chambers, Middle Temple.
Heaton, Ralph, Birm, Gent. Feb 12. Allcock & Milward, Birm.
Henry, Peter, Aldermanbury, Warehouseman. Feb 12. Langford & Marsden, Friday-st, Cheapside.
Hexamer, Jacob, Oxford Market, Marylebone, Baker. Jan 23. Young & Plews, Mark-lane.
Mace, Thos, Northfleet, Farmer. Jan 31. Wates, Gravesend.
Maughan, Thos, Lieutenant-Colonel, of H. M.'s Bombay Army. April 13. Parke & Pollock, Lincoln's-inn-fields.
Osborn, Eliz, Plumstead-rd, Woolwich, Widow. Feb 2. Hurford & Taylor, Furnival's-inn, Holborn.
Pemberton, Jas, Birm, Brazier. Feb 12. Allcock & Milward, Birm.
Poland, Jas Wood, Blackheath Villas, Kent, Surgeon. Jan 31. Rivington, Fenchurch-bldgs.
Swinfen, Maria, Chertsey, Widow. Feb 9. Gregory, Chertsey.
Trevor, Right Hon. Arthur Hill, Viscount Dungannon. Feb 15. Turner, Jermyn-st, St James's.
Turner, Lawrence, Rowell, Nrthmptn, Farmer. Feb 28. Lamb, Kettering.
Webb, Chas Tarr, Old Bond-st, Gold Lace Manufacturer. Feb 15. Parker & Co., St. Paul's Churchyard.
Whiteaves, Jos, Oxford, Gent. Feb 15. Hurford & Taylor, Furnival's-inn, Holborn.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 12, 1862.

Bedford, John, Sunningdale, Berks. Jan 14. Bedford v. Bedford. M.R.
Bright, Chas Hy, Chigwell, Essex, Coachman. Jan 8. Scott v. Bright. V. C. Wood.
Bryson, Saml, Spencer-ter, Stoke Newington, M.D. Jan 8. Hull v. Bryson. V. C. Stuart.
Cox, Thos, Bulkington, Warwick, Yeoman. Jan 13. Butlin v. Arnold. V. C. Wood.
Hughes, Ellen, Sherdley, Lancstr, Widow. Jan 8. Greenall v. Hughes. M.R.
Mellor, Edw, Somersall Herbert, Derby, Farmer. Jan 7. Mellor v. Mellor. M.R.
Pemberton, Sarah, Brighton, Jan 10. Hequet v. Pemberton. M.R.
Perrins, Edw, Hanley Castle, Worcstr, Miller. Jan 10. Perrins v. Moore. M.R.
Ude, Barbe, Pelham-crescent, Brompton, Widow. Jan 24. Boys v. Boys. V. C. Stuart.
Worsey, Hy, Nantwich, Auctioneer. Jan 8. Cawley v. Worsey. M.R.
Yates, Jane, Manch, Spinster. Dec 23. Bradley v. Stelfox. M.R.

TUESDAY, Dec 16, 1862.

Bishop, Thos, Oxford, Innholder. Jan 10. Summers v. King. V. C. Wood.
Clark, John, Prospect Cottage, Dalston, Gent. Jan 8. Dean v. Clark. V. C. Stuart.
Coldham, Martha, Cavendish, Suffolk, Widow. Jan 12. Norton v. Coldham. M.R.
Cole, Thos, Manchester-st, Middlx, Gent. Jan 9. Foxen v. Foxen. V. C. Wood.
Cooke, John Ryde, Guildford, Grocer, Jan 19. Cooke v. Cooke. V. C. Stuart.
Morgan, Geo, Gravesend. Jan 7. Morgan v. Beecham. M.R.
Parker, Saml, Holywell-st, Shoreditch, Hat Maker. Jan 15. Collins v. Parker. M.R.
Simpson, Eliz, Eighton Banks, Durham, Widow. Jan 8. Macpherson v. Simpson. M.R.
Smith, Thos, St Peter-st, Islington, Victualler Jan 21. Smith v. Harden. V. C. Stuart.
Sutton, Jenkin Edw, Margam, Glamorgan, Innkeeper. Jan 21. Sutton v. Rees. V. C. Kindersley.

Assignments for Benefit of Creditors.

FRIDAY, Dec. 12, 1862.

Cragg, Jas, Blackpool, Lancstr, Innkeeper. Nov 29. Winstanley & Charnley, Preston.
Perkins, Thos Chapman, Peterborough, Bookbinder. Nov 28. Rutland, Peterborough.
Threlfall, Thos, Preston, Grocer. Nov 24. Winstanley & Charnley, Preston.
Walder, John, & Jas Walder, Newick, Sussex, Farmer. Dec 1. Boxall, Brighton, and Mills, Brighton.

TUESDAY, Dec 16, 1862.

Bean, Alexander, Kingston-upon-Hull, Grocer. Dec 16. England & Co., Hull.
Holt, Frdk Hy, Godalming, Builder. Nov 16. Lovett, Guildford.
Lacy, Bernard, Kingston upon-Hull, Grocer. Dec 12. England & Co., Hull.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 12, 1862.

Bamber, Thos, Kidsgrove, Stafford, Tailor. Nov 15. Asst. Reg Dec 11.
Bamforth, Wm Richardson, Barnsley, Farmer. Nov 27. Asst. Reg Dec 12.
Barlow, Wm, Chorley, Lancstr, Innkeeper. Nov 14. Conv. Reg Dec 9.
Baylis, Eliz, Pudding-lane, London, Widow, Orange Merchant. Nov 14. Assignmt. Reg Dec 9.

Bennett, Wm, Wrotham, Kent, Carrier. Nov 22. Assmnt. Reg Dec 10.
Cheetham, Edw, Manch, Importer of Fancy Goods. Nov 20. Conv. Reg Dec 9.
Fisher, Edw, & Joseph Watson, Wood-st, London, Warehousemen. Nov 15. Assmnt. Reg Dec 11.
Flint, Anthony, Salford. Master Porter. Nov 24. Asst. Reg Dec 10.
Franklin, Geo, Highgate, Victualler. Nov 26. Assmnt. Reg Dec 9.
Graves, Chas Wm, Wellingboro', Draper. Nov 13. Asst. Reg Dec 8.
Gutteridge, Wm, Lincoln, Painter. Nov 13. Assmnt. Reg Dec 10.
Hooper, Wm, Plymouth, Builder. Dec 9. Conv. Reg Dec 10.
Taylor, John Jas, Nottingham, Schoolmaster. Nov 22. Ass. Reg Dec 10.
Lawrence, John, Bury, Draper. Nov 11. Conv. Reg Dec 9.
Leslie, John Slaton, Gt Queen-st, Lincoln's-inn-fields, Bookseller. Nov 21. Assmnt. Reg Dec 10.
Little, Adam, Manch, Draper. Nov 15. Assmnt. Reg Dec 10.
Makeham, Chas, Taunton, Linen Draper. Nov 24. Asst. Reg Dec 10.
Maxwell, John, Fleet-st, Publisher. Dec 1. Assmnt. Reg Dec 11.
Minshull, Wm, Braintree, Essex, Watchmaker. Nov 18. Ass. Reg Dec 10.
Murray, Isaac, Holme, Westmorland, Grocer. Nov 26. Ass. Reg Dec 9.
Park, Thos, Bradford, Skirt Manufacturer. Nov 12. Asst. Reg Dec 10.
Peak, Jos, Stilton, Huntingdon, Baker. Nov 15. Assmnt Reg Dec 9.
Penrice, Roger, Bromsgrove, Cordwainer. Nov 15. Asst. Reg Dec 11.
Profitt, John, Darlaston, Stafford, Buckle Manufacturer. Dec 5. Comp. Reg Dec 12.
Roberts, Jos, Creech St Michael, Somerset, Esq. Nov 12. Ass. Reg Dec 10.
Saunders, Rchd, jun., & Hy George, Basinghall-st, Woollen Warehousemen. Nov 14. Assmnt. Reg Dec 10.
Smith, John Wm, Norwich, Confectioner. Nov 13. Ass. Reg Dec 10.
Springate, John, Streat, near Lewes, Farmer. Nov 20. Inspectorship. Reg Dec 10.
Trumper, Saml, Hungerford, Miller. Nov 12. Assmnt. Reg Dec 10.

TUESDAY, Dec 16, 1862.

Brook, John, Longwood, York, Woollen Cloth Merchant. Nov 17. Asst. Reg Dec 13.
Chattaway, Emma, Coventry, Provision Dealer. Dec 4. Comp. Reg Dec 13.
Cooper, Rbt, Whitby, Butcher. Nov 17. Conv. Reg Dec 12.
Du Puget, John Jas Synge, Lpool, Merchant. Nov 25. Conv. Reg Dec 15.
Goodier, Jas, Birkenhead, Baker. Dec 2. Comp. Reg Dec 12.
Higgs, Edw, Bristol, Paper Hanging Dealer. Nov 19. Comp. Reg Dec 13.
Jenkins, Thos, Holsworthy, Devon, Farmer. Nov 26. Conv. Reg Dec 15.
Jones, Wm, Chester, Tailor. Nov 17. Assmnt. Reg Dec 13.
Kent, John, Bristol, out of business. Nov 26. Conv. Reg Dec 16.
Lawrence, Wm, Bury, Draper. Nov 15. Conv. Reg Dec 12.
Leigh, John, Holland-ter, Kensington, Esq. Dec 10. Asst. Reg Dec 13.
Marples, Saml, Bakewell, Labourer. Nov 25. Assmnt. Reg Dec 12.
McCormick, Thos, Manch, Draper. Nov 18. Assmnt. Reg Dec 13.
Mycock, Wm, Cheddleton, Stafford, Farmer. Nov 28. Conv. Reg Dec 13.
Parlour, Hy Edw, Norwich, Ironmonger. Nov 29. Asst. Reg Dec 15.
Redgate, Rchd, Derby, Cabinet Maker. Nov 18. Assnmnt. Reg Dec 12.
Seale, Wm Albert, Lucknow-ter, Westbourne-park, Monetary Agent. Dec 9. Assmnt, Reg Dec 16.
Smith, Rchd Jas, Knighton, Radnor, Grocer. Nov 21. Ass. Reg Dec 12.
Stout, John, sen., Sneinton, Notts, Draper. Dec 10. Conv. Reg Dec 15.
Ward, Rbt, & Philip Harrison, Ipswich, Grocers. Nov 27. Conv. Reg Dec 13.
Watson, Jos, Portsea, Milliner. Nov 27. Conv. Reg Dec 12.
Wilson, Thos Blanch, Wilby-ter, Bow-rd, Cheesemonger, Nov 27. Asst. Reg Dec 13.
Wyatt, Jas, Kingswinford, Grocer. Nov 15. Assnmnt. Reg Dec 13.

Bankrupts.

FRIDAY, Dec 12, 1862.

To Surrender in London.

Applegate, Jno, Grove-st, Camden Town, Dairyman. Pet Dec 9. Dec 24 at 11. Marshall & Son, Hatton-garden.
Bean, Jas, North Cumberland-mews, Middx, Cab Driver. Pet Dec 8. Dec 30 at 11. Hare, Old Jewry.
Billings, Geo, Mount-ter, Westminster-rd, Baker. Pet Dec 10. Dec 24 at 11. Peverley, Coleman-st.
Buckingham, Thos, Church-st, Chelsea, out of business. Pet Dec 8 (for pau). Dec 23 at 3. Aldridge.
Burns, Jno Evering, Shepperton-cottages, Islington, Machinist. Pet Dec 8 (for pau). Dec 24 at 12. Aldridge.
Christall, Wm Saml, Frederick-pl West, Mile-end-rd, Middx, no occupation. Bet Dec 9 (for pau). Dec 24 at 11.30. Aldridge.
Clarke, Rchd, Compton, near Guildford, Surrey, non-trader. Pet Dec 9. Dec 30 at 12. Lawrance & Co, Old Jewry-chmbrs.
Corner, Geo Rchd, Paragon, New Kent-rd, Attorney. Pet Dec 9. Dec 30 at 11. J. & W. Butler, Tooley-st.
Downes, Jos, High-st, Gravesend, Watchmaker. Pet Dec 10. Dec 24 at 12. Solomon, Finsbury-pl.
Hunt, Wm, jun, Earl-st East, Marylebone, Greengrocer. Pet Dec 8. Dec 23 at 11. Drake, Gresham-st.
Hulme, Thos Barnes, Artillery-pl, Middx, Mantle Maker. Pet Dec 9. Dec 30 at 11. Beard, Basinghall-st.
Kempen, Wm Cornelius Van, Fenchurch-st, Ale Merchant. Pet Dec 9. Dec 23 at 11.30. Hill, Basinghall-st.
Legg, Rbt, Reigate, Builder. Pet Dec 11. Dec 23 at 2. Lawrance & Co, Old Jewry.
Leibius, Emil Hy, Upper Thames-st, Merchant. Pet Dec 3. Dec 23 at 3. Spyer & Son, Broad-st-bldgs.
Lowe, Wm, West Cowes, Victualler. Pet Dec 8. Dec 23 at 2.30 Sole & Co, Aldermanbury.
Newell, Jno, West Cowes, Brewer. Pet Dec 9. Dec 23 at 11. Hawks & Wilmott, High-st, Southwark.
Noble, Rchd, George-yd, Lombard-st, Commercial Clerk. Pet Dec 9. Dec 30 at 11. Preston & Dorman, Gresham-st.
Oatway, Jos, Strand, Printer. Pet Dec 8. Dec 23 at 11.30. Gegghegan, Lincoln's-innfields.
O'Farrell, Elizabeth, Blandford-st, Manc-sq, Widow. Pet Dec 10. Dec 23 at 3. Bradley, Berner's-st.
Paine, Chas, Brighton, Tailor. Pet Dec 4. Dec 23 at 2. Hewitt, Nicholas-lane.
Rogers, Thos, Reading, Draper. Pet Dec 11. Dec 23 at 2.30. Paterson & Son, Bouverie-st.
Rumens, Jno, Lower Clapton, Carpenter. Pet Dec 8. Dec 23 at 2. Wetherfield, Moorgate-st.
Sinclair, Arthur Jas, Douglas-rd, Stoke Newington, out of business. Pet Dec 11. Dec 30 at 11. Harrison & Lewis, Old Jewry.
Smith, Jos, Kingston-on-Thames, Shopman. Pet Dec 9. Dec 23 at 2. St. Aubyn, Moorgate-st.
White, Thos, Hackney, Wine Merchant. Pet Dec 8. Dec 23 at 2. Treherne & Wolferstan, Gresham-st.
William, Thos Wm, Tenterden, Currier. Pet Dec 9. Dec 23 at 2. Doyle, Verulam-bldgs, Gray's-inn.
Wilson, Benj Lawrence, Chapel-st, Edgeware-rd, Auctioneer. Pet Dec 8. Dec 23 at 11.30. Treherne & Wolferstan, Gresham-st.

To Surrender in the Country.

Atkinson, Jno, Stockton-on-Tees, Joiner. Pet Dec 6. Stockton-on-Tees, Dec 26 at 11. Griffin, Middlesborough.
Ball, Wm, Wellington, Miner. Pet Dec 4. Wellington, Jan 16 at 10. Taylor, Wellington.
Banks, Wm Hy, Rushall, Stafford, Law Writer. Pet. Walsall, Dec 23. at 11. Thomas, Walsall.
Baxendall, Jacob, Wilsden, York, Coal Proprietor. Pet Dec 9. Leeds, Dec 22 at 11. Naylor, Leeds.
Beasley, Thos Noble, Carrington, Notts, Brewer. Pet Nov 29. Nottingham, Dec 23 at 10.30. Ashwell, Nottingham.
Brooking, Edwin Elias, Weymouth, Builder. Pet Dec 5. Exeter, Dec 24 at 12. Howard, Weymouth, and Terrel, Exeter.
Cant, Wm, Knaresborough, York, Joiner. Pet Dec 10. Knaresborough, Dec 26 at 10. Harle, Leeds,
Davies, Wm Ed, Aberystwith, Baker. Nov 14. Aberystwith, Jan 31 at 10. Morris, Swansea.
Dobb, Jas, Rotherham, York, out of business. Pet Dec 4. Rotherham, Jan 8 at 11. Hirst, Rotherham.
Dold, Dominick, Stoke-upon-Trent, Clock Maker. Pet Nov 20. Stoke-upon-Trent, Dec 24 at 11. Litchfield, Neastle-under-Lyme.
Duffett, Philip, Ryde, Cattle Dealer. Pet Dec 8. Newport, Dec 24 at 11. Paffard, Portsea.
Dufort, Louis, Totnes, Baker. Pet Dec 10. Totnes, Dec 29 at 11. Kellock, Totnes.
Gardiner, Jonathan, Ipswich, Victualler. Pet Dec 8. Ipswich, Dec 23 at 11. Moore, Ipswich.
Gibbons, Alfred, Cirencester, Builder. Pet Dec 9. Bristol, Dec 22 at 11. Bevan & Co, Bristol.
Gilbert, Thos, Northampton, Market Gardener. Pet Dec 10. Northampton, Dec 30 at 10. Becke, Northampton.
Goddard, Thos, Whaley Bridge, Derby, Builder. Pet Nov 19. Chapel-en-le-Frith, Dec 17 at 10. Gamble & Leach, Derby.
Hague, Jno, Stalybridge, Grocer. Pet Dec 9. Ashton-under-Lyne, Dec 23 at 12. Brooks & Co, Ashton-under-Lyne.
Harris, Andrew Thompson, Tiverton, Boot Maker. Pet Dec 8. Tiverton, Dec 24 at 1. Partridge, Tiverton.
Hutchinson, Rchd, Skipton, York, Shopman. Pet Dec 3. Skipton, Dec 22 at 11. Robinson, Settle.
Johnson, Wm Smith, Birm, Bedstead Manufacturer. Pet Dec 10. Birm, Jan 5 at 12. Parry, Birm.
Jones, Thos, Wrockwardine, Salop, Victualler. Pet Dec 9. Wellington, Jan 16 at 10. Knowles, Wellington.
Leonard, Thos, Ledbury, Baker. Pet Dec 8. Ledbury, Dec 23 at 11. Reece Ledbury.
McConville, Bernard, & Hugh McConville, Lpool, Plumbers. Pet Dec 1. Lpool, Dec 23 at 11. Harris, Lpool.
Middleweek, Robert, (not Middlewick, as advertised in the *Gazette* of Dec 2.)
Mosley, Geo, Birm, out of business. Pet Dec 10. Birm, Jan 5 at 10. East, Birm.
Nixon, Rbt, Stapelton, Cumberland, Bacon Dealer. Pet Nov 26. Brampton, Dec 29 at 11. Donald, Carlisle.
Norman, Jno, Norwich, out of business. Pet Dec 10. Norwich, Dec 24 at 11. Sadd, Norwich.
Overton, Clement, East Dereham, Dealer in Glass. Pet Dec 9. East Dereham, Dec 23 at 11. Drake, East Dereham.
Phethean, Wm, Bolton-le-Moors, Lead Dealer. Pet Dec 9, Manc, Jan 2 at 11. Hulton & Son, Bolton, and Sutton, Manc.
Schofield, Jas, and Nathaniel Schofield, Ashton-under-Lyne, Tailors. Pet Dec 9. Ashton-under-Lyne, Dec 23 at 12. Brooks, & Co, Ashton-under-Lyne.
Scott, Jno, High Harrogate, Grocer. Pet Dec 9. Knaresborough, Dec 24 at 10. Capes, Knaresborough.
Scott, Jos, Morley, York, Boot Maker. Nov 15. Leeds, Dec 22 at 11.
Seale, Hameline Trelawny, Portsea, Southampton, Clerk. Pet Dec 9. Portsmouth, Dec 31 at 11. Low & Son, Portsea.
Shaw, Mary Ann, Grantham, Widow, Milliner. Pet Dec 6. Grantham, Dec 22 at 11. Palmer, Grantham.
Simpson, Alexander, Birm, Corn Dealer. Pet Dec 10. Birm, Jan 5 at 12. Smith, Birm.
Sindle, Jas, Romsey, Hants, Dealer. Pet Dec 8, Romsey, Dec 27 at 11. Mackey, Southampton.
Smith, Geo, Newcastle-upon-Tyne, Draper. Pet Dec 8. Newcastle-upon-Tyne, Dec 22 at 12. Bush, Newcastle upon-Tyne.
Smith, Jas, Chew Magna, Somerset, Teacher of Music. Pet Dec 5. Temple Cloud, Dec 16 at 12. Nichols, Chew Magna.
Swinburn, Geo, Greystoke, Cumberland, Grocer. Pet Dec 10. Penrith, Dec 24 at 10, Atkinson, Penrith.
Taylor, Wm, Halifax, Plasterer. Pet Dec 10. Halifax, Dec 26 at 10. Jubb, Halifax.
Thomas, Geo, Birm, Manufacturer of Bayonets. Pet Dec 8. Birm, Jan 5 at 10. Beaton, Birm.
Tucker, John, Upper Beeding, Sussex, Victualler. Pet Dec 10. Brighton, Dec 31 at 11. Goodman, Brighton.
Tucker, Richmond Higinbothom, Lpool, Dentist. Pet Dec 4. Lpool, Dec 22 at 11. Evans & Co, Lpool.
Walker, John, Blackpool, Photographic Artist. Pet Dec 5. Poulton, Dec 26 at 12. Plant, Preston.
White, Jas, Arley, Warwick, Machinist. Pet Dec 9. Nuneaton, Dec 23 at 10. Smallbone.
Williams, Edw, Lpool, Accountant. Pet Dec 8. Lpool, Dec 22 at 11. Anderson, Lpool.
Williams, Wm, Abergavenny, Beer Seller. Pet Dec 9. Abergavenny, Dec 23 at 10. Sayce, Abergavenny.
Williams, David, Llanegwad, Carmarthen, Labourer, Pet Dec 9, Llandilofawr, Dec 23 at 11. Green, Carmarthen.

Williams, Wm, Tytanygraig, Merioneth, Farmer. Dec 9. Lpool, Dec 23 at 12. Turner, Lpool.

TUESDAY, Dec 16, 1862.

To Surrender in London.

Biles, David, Robert-st, Bedford-row, Farrier. Pet Dec 9. Dec 30 at 12. Marshall & Son, Hatton-garden.

Blundell, Walter, Holles-st, Cavendish-sq, Dentist. Pet Dec 13. Dec 30 at 12. Brady, Mitre-ct, Fleet-st.

Cope, Jas de Reimer, Albion-rd, Dalston, of no occupation. Pet Dec 9. Dec 30 at 12. Apps, South-sq, Gray's-inn.

Devoy, Mark, Montpelier-st, Brompton, of no occupation. Pet Dec 12. Dec 30 at 12. Fereday, Bedford-row.

Gambling, Wm, Southampton, Builder. Pet Dec 13. Dec 30 at 12. Paterson & Son, Bouverie-st, Fleet-st.

Gilbard, Jas Wm, Worthing, Watchmaker. Pet Dec 13. Dec 30 at 12. Patterson & Cobbold, New Bridge-st, and Rawlinson, Horsham.

Glover, Thos Coleman, Maidstone, Draper. Pet Dec 13. Dec 27 at 11. Geach, Great James-st, Bedford-row.

Golding, Joachim Jas Otte, Offham, Kent, out of business. Pet Dec 11. Dec 30 at 11. Southee, Ely-pl, Holborn.

Gray, Geo, High-st, Kensington, Victualler. Pet Dec 12. Dec 30 at 12. Chidley, Old Jewry.

Gray, Hy Andrews, Croydon, Attorney. Pet Oct 14. Dec 30 at 11. Butler, Tooley-st. London-bdg.

Guesdon, Etienne, Great Tower-st, Comm Agent. Pet Dec 12. Dec 30 at 11. Maniere, Bedford-row.

Hales, Thos Harding, Gerrard st, Islington, Lodging-house Keeper, Pet Dec 12 (for pau). Dec 27 at 11. Aldridge.

Hayes, Hy Wm, Newman-st, Paddington, House Agent. Pet Dec 11 (for pau). Dec 27 at 11.30. Aldridge.

Hill, Geo, Twickenham, Carpenter. Pet Dec 10. Dec 30 at 1. Haynes, Southampton-bldgs.

Jewell, Jas Arthur, Gayton, Norfolk, Farmer. Pet Dec 12. Dec 30 at 12 Chilton & Co, Chancery-lane, and Coulton & Beloe, Lynn.

Kitteridge, Rbt Hill, South Hackney, Builder. Pet Dec 11. Dec 30 at 1. Holt, Quality-ct, Chancery-lane.

Knights, Geo, Bermondsey-st, Southwark, Manager to a Tanner. Pet Dec 11. Dec 30 at 12. Croft, Mark-lane.

Mason, Geo, Eugene, Kensington-sq, out of business. Pet Dec 15. Dec 31 at 11. Linklaters & Hackwood, Walbrook.

Norton, Elijah, St, Ives, Comm Agent. Pet Dec 11. Dec 30 at 1. Stacpoole, Pinners-hall, Old Broad-st.

Persse, Patrick Hy, South Kingsland, out of employ. Pet Dec 11 (for pau). Dec 27 at 11. Aldridge.

Ricketts, Geo, Charles-pl, Euston-sq, Coach Maker. Pet Dec 11. Dec 30 at 2. Hill, Basinghall-st.

Rogers, Elizabeth, Brighton. Pet Dec 12. Dec 30 at 12. Rodwell, Hyde-park.

Ryley, Edw Chas, Great Prescott-st, Solicitor. Pet Dec 11. Dec 30 at 1 Lawrence & Co, Old Jewry Chambers.

Scaright, Thos Chamney, Southampton-st, Bloomsbury, Comm Agent. Pet Dec 12. Dec 27 at 11. Hughes & Co, Bucklersbury.

Skingley, Chas, Sudbury, Butcher. Pet Dec 10. Dec 30 at 11. Aldridge & Bromley, Gray's-inn.

Stanbridge, Chas, Pancras-lane, London, Merchant. Pet Dec 13. Dec 30 at 12. Lumley & Lumley, Moorgate-st.

Tarrant, Hy, Chapel-st, Belgrave-sq, out of employ. Pet Dec 11 (for pau). Dec 30 at 11. Aldridge.

Young, Thos, Helensburgh North Britain, Horse Dealer. Oct 8. Dec 30 at 11.30. Haynes, Portman-sq.

To Surrender in the Country.

Allder, Ed Louis, Addlestone, Surrey, Linen Draper. Pet Dec 13. Chertsey, Jan 5 at 11. Graseebrook, Chertsey.

Backhouse, Noah, Ipswich, Whitesmith. Pet Dec 10 (for pau.) Ipswich Dec 29 at 11. Ross, Ipswich.

Backhouse, Thos, Leeds, out of business. Pet Dec 10. Leeds, Jan 8 at 12.30. Harle, Leeds.

Blackwell, Jno Thos, Nottingham, Joiner. Pet Dec 13. Nottingham, Dec 31 at 11. Cowley & Eversll, Nottingham.

Bowman, Thos, Witton-park, Durham, Air Farnacoman. Pet Dec 11. Bishop Auckland, Jan 2 at 10. Thornton, Bishop Auckland.

Burn, Rbt, Ncastle-upon-Tyne, Innkeeper. Pet Dec 11. Ncastle-upon-Tyne, Dec 29 at 12. Forster, Ncastle-upon-Tyne.

Burton, Jno, Bolton, Plasterer. Pet Dec 11. Bolton, Dec 27 at 10. Edge Bolton.

Clarkson, Arthur Wm, Basingstoke, Grocer's Assistant. Pet Dec 11. Newbury, Jan 1 at 11. Cave, Newbury.

Cookson, Joseph, Walsall, Grocer. Pet Dec 12. Birm, Jan 5 at 12. Glover, Walsall.

De Lambert, Rbt, Staveley, nr Kendal, Gent. Pet Dec 11. Ncastle-upon-Tyne, Dec 29 at 12. Taylor, Windermere, and Hodge & Harle, Ncastle-on-Tyne.

Dean, Jno, Southport, Painter. Pet Dec 12. Ormskirk, Dec 26 at 3. Darlington, Wigan.

Evans, Thos, Llandowror, Carmarthen, Labourer. Pet Dec 13. Carmarthen, Dec 27 at 10. Jeffries, Carmarthen.

Farr, Wm, Newport, Monmouth, Pig Dealer. Pet Dec 12. Bristol, Dec 26 at 11. Batcheler, Newport.

Grace, Patrick, Lpool, Joiner. Pet Dec 10. Lpool, Jan 5 at 3. Grocott' Lpool.

Hughes, Griffith, Briton Ferry, Glamorgan, Farmer. Pet Dec 10. Neath, Dec 29 at 10. Goodere, Neath.

Lake, Andrew Winter, Lpool, Retired Captain of H. M.'s Indian Forces. Pet Dec 11. Lpool, Dec 30 at 12. Banner, Lpool.

Laycock, Hy, South Cosett, York, Cloth Miller. Pet Dec 12. Dewsbury, Jan 16 at 2. Gill, Wakefield.

Leak, Wm, North Duffield, nr Selby, Farmer. Pet Dec 12. Kingston-on-Hull, Jan 7 at 12. Bond & Barwick, Leeds.

Lees, Jos, Stretford, Lancastr., Coal Dealer. Pet Dec 12. Manc, Jan 9 at 11. Crowther & Farrington, Manc.

McDougall, Colin, & Jos Crane, Manc, Warehousmen. Pet Dec 9. Manc, Jan 2 at 11. Gould & Son, Shef, and Marriott, Manc.

Morgan, Edmund, Forest of Dean, Beerseller. Dec 11. Bristol, Dec 26 at 11. Brittan.

Morley, Hy, Brighton, Groom. Pet Dec 12. Worthing, Dec 29 at 12. Gunman, Brighton.

Mott, Chas, jun, Chipping Ongar, Schoolmaster. Pet Dec 10. Brentwood, Dec 27 at 10. Preston, Brentwood.

Murgatroyd, Chas, Bradford, Commission Agent. Pet Dec 12. Bradford, Jan 20 at 10.30. Dawson, Bradford.

Noble, Geo, Leeds, out of business. Pet Dec 13. Leeds, Jan 9 at 12, Harle, Leeds.

Padgett, Saml, Southend, Commission Agent. Pet Dec 13. Halifax, Dec 29 at 10. Jubb, Halifax.

Parker, Parker, Burnley, Lancstr, Tailor. Pet Dec 11. Burnley, Jan 5 at 3. Whittam, Burnley.

Pickering, Wm, Pontesbury, Salop, Farm Labourer. Pet Dec 11 (for pau). Birm, Jan 16 at 12. James & Knight, Birm.

Powell, John Burroughs, Wednesbury, Victualler. Pet. Walsall, Dec 30 at 11. Brevitt, Darlaston.

Randall, Wm, Stapleford, Innkeeper. Pet Dec 12. Nottingham, Dec 31 at 11. Jessop, Ilkestone.

Richards, Jas. Axmouth, Farmer. Pet Dec 13. Axminster, Dec 27 at 2, Jolliffe, Crewkerne.

Robinson, Thos, Llanidloes, Railway Contractor. Pet Dec 12. Lpool, Dec 29 at 12. Evans & Co, Lpool.

Sanderson, Wm, Wrexham, Publican. Pet Dec 10. Wrexham, Dec 26 at 11. Rymer, Wrexham.

Schofield, Thos, Dewsbury, Mould Dealer. Pet Dec 12. Dewsbury, Jan 16 at 2. Gill, Wakefield.

Smith, Chas, Barrow-in-Furness, Shoe Maker. Pet Dec 12. Manc, Jan 12 at 11. Rowley & Son, Manc.

Stewart, John, Newport, Monmouth, Innkeeper. Pet Dec 13. Bristol, Jan 2 at 11. Blakey, Newport.

Sutcliffe, John, Bradford, Portrait Painter. Pet Dec 12. Bradford, Jan 20 at 10.30. Watson, Bradford.

Sykes, Saml, Ashton-under-Lyne, Grocer. Pet Dec 12. Manc, Jan 2 at 12. Brooks & Co, Manc.

Wall, Steph, Shef, Hat Dealer. Pet Dec 13. Shef, Dec 31 at 2. Binney, Shef.

Wake, George, York, Joiner. Pet Dec 12. York, Dec 31 at 10. Mason, York.

Wildgoose, Jno, Birkenhead. Pet Dec 13. Birkenhead, Jan 12 at 10. Bretherton, Lpool.

Witter, Jas, Lpool, Builder. Pet Dec 11. Lpool, Jan 8 at 3. Pemberton, Lpool.

Wood, Jno, Leeds, Farmer. Pet Dec 10. Leeds, Jan 8 at 12.30. Harle, Leeds.

Woodcock, Jno, Slingsby, York, Corn Dealer. Pet Dec 5. Leeds, Jan 1 at 11. J. P. & H. Wood, York, and Bond & Barwick, Leeds.

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FRIDAY, Dec. 12, 1862.

Phillips, Edw, Hambrook, Gloucester, Victualler. Dec 8.

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